



STAFFRITE STAFFING AGREEMENT

Clients Name: _____ Contact: _____ Start Date _____

Address: _____ City/State/ Zip: _____

Phone: _____ Email: _____

Type of Business: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Other _____

StaffRite, Inc agrees to provide, and Client (hereinafter referred to as “Company”, “Client”, or similar) hereby agrees to subscribe for, the services of temporary associates employed by StaffRite (hereinafter referred to as “associates”) and other ancillary services provided by StaffRite, including, but not limited to personnel placement, upon the following terms and conditions:

A. StaffRite’s Responsibilities:

1. StaffRite will recruit, screen, and hire associates for assignment at 300 Main Street Suite 103, Grand Junction, CO 81501 in accordance with the job requirements and job descriptions provided by Client.
2. StaffRite’s screening process does not routinely include all forms of drug testing and background checking. StaffRite will, for an additional fee, perform or obtain legally permissible drug testing and background checks of prospective associates with respect to criminal conviction records, driving records, credit history, etc.
3. StaffRite will ensure that an Employment Eligibility Verification form (I-9) is complete for each associate assigned at Client’s place of business. StaffRite will retain these forms.
4. StaffRite will maintain all personnel files and payroll records for its associates.
5. StaffRite has sole responsibility to determine and set the level of compensation and fringe benefits of its associates. Client has no authority to alter, change, or increase the compensation and/or benefits of StaffRite’s associates without StaffRite’s express agreement.
6. StaffRite will withhold, pay, and report all taxes and issue associate W-2 forms at the end of each year with respect to each of its associates provided to Client, as required by law.
7. StaffRite will maintain at a minimum unemployment, general liability, and fidelity insurance with respect to the associates provided to Client. StaffRite will administer all unemployment claims with respect to the associates provided to Client.

B. Client’s Responsibilities:

1. Client will provide StaffRite with a job description specifying job duties and scope of temporary assignment for each associate. Client will not require StaffRite temporary associates to perform any duties beyond those that are called for in such description. Client will promptly notify StaffRite in event there is



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any material change in the terms and conditions of an associate's temporary employment or job duties with Client.

2. Associate is responsible for submitting their timesheet to StaffRite by 8:00 am on the Monday following the previous workweek. Authorization may come in the form of StaffRite or Client timesheets. Client must provide a signature on the associates' timesheet. Client's signature authorizes StaffRite to pay the associate and bill Client for all hours indicated on the timesheet.
3. Client agrees that it is responsible for compliance with all applicable state and federal wage and hour laws related to StaffRite temporary associates providing services at Client's designated location(s), including, but not limited to, ensuring that all required rest and meal periods are taken by StaffRite temporary associates as required, that all record keeping requirements are complied with, that alternative workweek schedules, if applicable, are in compliance with state or federal law, and by not permitting StaffRite temporary associates to work hours in excess of the hours reported to StaffRite for payment. To the extent Client violates this paragraph, Client will accept full responsibility for any loss or liability caused or incurred.
4. Client will exercise good judgment and management relating to the day –to-day supervision of StaffRite associates. Client will provide appropriate supervision and training, specifically tailored to the job requirements of StaffRite's associates assigned to Client's worksite, including all safety and hazardous materials training.
5. Client guarantees that StaffRite's associates shall not work in any unsafe or hazardous work sites, or use any unsafe or hazardous equipment, machinery, or vehicle. In the event any claim(s) arise out of or alleged to have arisen as a result of any unsafe or hazardous condition, work site, equipment, machinery or vehicle, Client agrees to indemnify and hold StaffRite free and harmless from any such claims including but not limited to any and all costs, expenses, fines, assessments, attorneys' fees or court costs.
6. Client will provide a safe work environment for StaffRite associates including but not limited to maintaining its premises and work areas in compliance with all applicable health and safety laws and regulations. Client will further comply, at its own expense with the directives of StaffRite's Risk Management Department, or any governmental agency, as they relate to changes in the workplace that are intended to provide a safer work environment for StaffRite's associates. This includes the Client providing and/or ensuring use of personal protective equipment and clothing, as required by law or as deemed necessary by StaffRite. StaffRite shall have the right to inspect Client's premises at any time to ensure that a safe workplace is being provided StaffRite's associates.
7. Client will notify StaffRite immediately in the event of a work-related injury to a StaffRite associate. Client will notify the President of StaffRite, or it's Human Resources Department, immediately in the event of a discrimination or sexual harassment complaint involving a StaffRite associate.



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8. Client will notify StaffRite promptly if Client should decide it no longer wishes to accept the services of any StaffRite associates. StaffRite will be responsible for ending the assignment of the associate.

C. Terms and Conditions

StaffRite and Client agree to the following additional terms and conditions with respect to the provision of associates by StaffRite to Client:

1. Client acknowledges that StaffRite does not furnish insurance to cover damage or physical loss caused by the operation of any vehicle or machinery operated by StaffRite's associates for Client's benefit or at the request of Client. Client agrees to accept full responsibility for any claim arising from a StaffRite associate being asked by Client, or one of its supervisory associates, to operate machinery or equipment, or drive vehicle, whether owned or rented by either Client or StaffRite's associate. Client is prohibited from placing associates as forklift operators without verifying that associate has a license.
2. Client agrees to assume sole and complete responsibility, and hold StaffRite harmless, for any losses or claims that result from a StaffRite associate having been assigned by Client the responsibility for handling or possession of any cash, securities, or other valuables. Similarly, Client agrees to assume complete responsibility, and hold StaffRite harmless for any losses or claims that result from StaffRite associates having been entrusted by Client with any unattended property or premises.
3. Client acknowledges that StaffRite does not maintain errors and omissions or professional liability insurance on associates that it provides to Client. Client agrees to review and approve all work performed by such associates prior to accepting the work. Client agrees that it will assume sole and complete responsibility, and hold StaffRite harmless, for any or all losses or claims that result from a StaffRite associate having rendered a professional opinion or committed any other alleged error or omission in the performance of his/her duties for the Client.
4. Client agrees not to allow StaffRite associates to work offshore on or above water, in or under the ground, more than 4 feet off the ground or outside of the State without StaffRite's express written consent.
5. It is understood and agreed that Client has granted StaffRite permission to use Client's name and logo in StaffRite recruitment advertising and other recruiting efforts and activities.
6. Any use of subcontractors, including review, selection, and control, is exclusively the right of StaffRite.
7. Client and StaffRite understand and agree that StaffRite's service rate shall be adjusted according to federal and state overtime laws, where applicable. In the event overtime pay, time-and-a-half, double-time, including holiday pay, is paid to an associate, StaffRite's services rates shall increase accordingly. It is further understood and agreed that StaffRite reserves the right to adjust service rates to compensate for mandatory adjustments to FICA, FUTA, SUI, Workers' Compensation and any federal or state mandated programs or benefits.



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8. Service rates may be adjusted at any time upon mutual consent of StaffRite and Client.
9. StaffRite Inc. is compliant with ACA and will include a surcharge on all invoices to cover the estimated cost of this additional benefit.

D. Payment terms and Conditions

1. Billing Terms

An itemized invoice for temporary services, based on hours shown on StaffRite or Client timecards or associate detail reports from time and attendance systems, will be delivered weekly by StaffRite to Client. Such invoices is DUE AND PAYABLE THIRTY (30) DAYS AFTER INVOICE DATE (Client initials _____) in Grand Junction, Colorado. Payments received Ten (10) days or more after the payment due date will include a late charge equal to 7% of the original invoice payment amount. Invoices that are undisputed by Client for more than Ten (10) days after the invoice date will be presumed correct.

2. Past Due Accounts

If any account becomes past due, the entire unpaid balance of the invoice becomes immediately due and payable. StaffRite shall have the right to litigate in Civil Court in Grand Junction, Colorado all debt-collection matters. In the event collection action is initiated by StaffRite to collect such debt, or any portion thereof, Client agrees to pay any additional sums, including but not limited to, collection costs, interest at the rate of 18% per annum, and attorney's fees.

In the event you utilize StaffRite Inc. services for payroll, Client may submit payment on any outstanding StaffRite invoices via ACH payment, rather than paper check.

ACH Payments: Please use the following account information for ACH payments:

Routing # _____ / Account # _____

E. Conversion to Regular Full-Time Status

The conversion rate for each employee assigned to client Prior to the 520 Hours the conversion fee \$1500.00 is within the first 30 days, \$1000.00 between 31 and 60 days, and \$500.00 buyout before 520 hours.

F. Guarantee

If StaffRite is notified during the first two hours of an associate's assignment that Client is not satisfied with the quality of work of the associate, StaffRite will provide Client with a replacement associate and will not charge Client for the hours worked by the associate.

G. Employment of StaffRite-placed Temporary Associates Through Another Service



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If Client employs StaffRite-placed temporary associates through another temporary services without first providing StaffRite with a 30-day written notice, Client agrees to pay a fee of 10% of the associate's annualized wages to StaffRite. StaffRite will also be entitled to attorneys' fees should it be required to pursue collection of such fees.

H. Representations and Qualifications

1. This Agreement and any attachments constitute the entire Agreement and neither the Agreement nor any amendment shall be valid or enforceable unless in writing and signed by authorized representatives of both parties.
2. All notices or other communications required or permitted to be given under this Agreement shall be directed to StaffRite at its corporate offices at 300 Main Street Suite 103, Grand Junction, CO, 81501, and to Client at its address as stated above, or any such other place as shall be specified by written notice given by either party.
3. Client acknowledges that StaffRite is an equal employment opportunity employer, and Client agrees that it will not harass, discriminate against or retaliate against any StaffRite associates on the basis of race, religion, national origin, age, sex, disability, marital status or any other category protected by law. Client represents that it has in place policies prohibiting harassment in the workplace (including sexual harassment). Client further agrees not to engage in, nor permit any agent of Client, vendor, contractor or other third-party at Client's worksite to engage in, any practice that constitutes sexual harassment or other illegal harassment of StaffRite's associates.

I. Termination of Services

This Agreement may be terminated by either party upon 30 days written notices to the other party or immediately upon the breach of any provision. CLIENT will remain liable to pay any unpaid charges and all provisions of this partnership agreement will remain in effect notwithstanding termination.

This agreement is subject to annual renewal 1 year from the date of this contract.

J. No Hire

During the Term of this Agreement and for a period of 6 months thereafter, unless a "Conversion to Convert to Regular Full-Time Status", or company has paid 10% of the Employee's annualized wages to StaffRite, the Company will not, directly or indirectly, hire or engage any of StaffRite's employees, staff, contractors or consultants, or solicit or encourage any of the foregoing, to terminate any employment or contract with StaffRite, nor will the Consultant provide any information concerning such persons to any recruiter or prospective employer without prior written consent from StaffRite.



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K. Agreements to Indemnify

1. Client shall indemnify, defend and hold harmless StaffRite from any and all losses (including court costs and attorneys' fees), and claims of any kind, which StaffRite may incur, or which may be claimed against StaffRite as a result of Client's material breach of any of its responsibilities under this Agreement; any alleged violation by Client of any federal, state, or local laws, including OSHA, at the work site of StaffRite associates assigned to Client; and the acts, efforts or omissions of StaffRite while performing services for Client.
2. StaffRite shall hold harmless, indemnify and defend Client and its employees, officers and directors, from losses or expenses incurred in connection with any workers' compensation claim or workers' compensation lawsuit brought by a StaffRite temporary associate was working on assignment at Client, except for such losses or expenses resulting from the gross negligence or willful misconduct of Client, its employees or agents. Client shall give StaffRite prompt notice of any such claim or lawsuit and shall cooperate with StaffRite and its counsel in the defense of such claim or lawsuit. Notwithstanding any provisions to the contrary, in no event will StaffRite be liable to Client for any special, incidental, indirect or consequential damages (including lost profits) arising out of this Agreement whether in an action for or arising out of breach of contract, tort, or any other cause of action.

L. Waiver

Failure by either party at any time to require the performance of the other party or to claim a breach of any provision of this Agreement will not be considered a waiver of any subsequent breach or failure to perform under the terms of this Agreement.

M. Limitation of Liability

1. **Limitation.** EXCEPT FOR LIABILITY ARISING FROM INDEMNIFICATION OBLIGATIONS SET FORTH OR LIABILITY ARISING FROM A BREACH BY EITHER PARTY OF HEREOF, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY LOST BY PARTIES HEREUNDER
2. **Exclusion of Consequential and Related Damages.** EXCEPT FOR LIABILITY ARISING FROM INDEMNIFICATION OBLIGATIONS SET FORTH OR LIABILITY ARISING FROM A BREACH BY EITHER PARTY HEREOF, IN NO EVENT SHALL EITHER PARTY OR ANY THIRD PARTY PROVIDER HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY. EACH PARTY MAY ALSO HAVE ADDITIONAL RIGHTS NOT STATED IN THIS DOCUMENT.



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N. Arbitration

Any controversy, claim or dispute arising out of or relating to this Agreement, will be settled by binding arbitration in Grand Junction, CO. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association or recognizably similar association, with the following exceptions if in conflict:

1. each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and
2. arbitration will proceed in the absence of any party if written notice of the proceeding has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement.
3. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING THERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

O. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

P. Force Majeure

Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster, war, act of terrorism or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible.

Q. Governing Law and Venue

This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the Colorado, without regard to its conflicts of laws provisions. The state and federal courts located in Grand Junction, CO shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non convenience or otherwise. Each



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party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

R. Entire Agreement

This Agreement, including all exhibits and schedules hereto, constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. No provisions in any purchase orders or business forms shall amend or supersede any term or condition of this Agreement.

S. Counterparts

This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

T. Construction

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise:

1. references to the plural include the singular, the singular the plural, and the part the whole,
2. references to one gender include all genders,
3. "or" has the inclusive meaning frequently identified with the phrase "and/or," "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation,"
4. references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole, and
5. the term "days" refers to U.S. calendar days and not business days, unless expressly noted. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and that ambiguities shall not be interpreted against the drafting party.

U. Expenses

Each party shall pay its own expenses incurred in connection with its obligations hereunder.

V. Survival

The parties hereto agree that the provisions hereof requiring performance or fulfillment after the expiry or earlier termination of this Agreement shall survive such expiry or earlier termination. The provisions of this Agreement relating to ownership, confidential information, warranty disclaimer, and limits of liability shall survive the expiration or termination of this Agreement.



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Client Agrees to the following bill rate _____

Additional Fees (if needed)

Background Check: INCLUDED – Criminal Felony & Misdemeanor, Sex Offender Registry, Widescreen Plus National Criminal

Drug Test: INCLUDED – 10 Panel Quick Dip

IN WITNESS WHEREOF, StaffRite and Client have caused this Agreement to be executed on the date written above and effective on the “date” set forth below:

ACCEPTED: Client

By: _____
(Client authorized representative signature)

Print Name: _____

Title: _____

Date: _____

ACCEPTED: StaffRite

By: _____
(StaffRite authorized representative signature)

Print Name: _____

Title: _____

Date: _____



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Company Information/ Billing Setup

Summary of Business: _____

Email: _____

Departments: _____ Approvers: _____

Hourly Rate: _____ Travel Pay: _____

O.T. Rate: _____ Other: _____

Start Date _____ Start Time _____

Directions:

PPE/ Uniform Requirements:

Additional Details:

Certification requirements:

Criminal Background Requirements:

Drug Screening Requirements:

Other:



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Credit Application		
Company Information		
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Billing Address:		
Billing Contract:		

Finance Information		
Banking Institute:	Phone:	
Fax:	Account Number:	
Address:		
Security Deposit and Automatic Payroll ACH		
If using a secure credit card, please include StaffRite Inc's credit card authorization form with this agreement		
Bank Name:	Routing #:	Account #:

I hereby certify that all information provided is true and accurate and that StaffRite Inc. is Authorized to verify and make inquiries into the accuracy of the information provided including banking and company information. In addition, I agree to all the terms and conditions specified within StaffRite Inc.'s Agreement.

Authorized Signature	Print name
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Date	Title
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