



**B. Client's Responsibilities:**

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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 any material change in the terms and conditions of an associate's temporary employment or job duties with Client.
2. Client must provide signed written authorization of associates' hours to StaffRite by 8:00 am on the Monday following the previous workweek. Authorization may come in the form of StaffRite or Client timecards or associate detail reports from time and attendance systems. Client's signature authorizes StaffRite to pay the associate and bill Client for all hours indicated.
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.
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**

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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.

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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.
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**

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##### **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 TEN (10) 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 services, Automatic weekly ACH payments are required and authorized to charge.

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

**AMG Banking Routing #xxxxxxx AMG Account #xxxxxxx**

#### **E. Conversion to Regular Full-Time Status**

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Once an associate has worked for Client for 520 hours the Client may convert a StaffRite associate currently on assignment with Client for no fee. The conversion rate for each employee assigned to client Prior to the 520 Hours the conversion fee \$1500.00 is within first 30 days, \$1000.00 between 31 and 60 days and 500.00 buyout before 520 hours.

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**F. Guarantee**

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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**

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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 380 28 Road, Grand Junction, Colorado, 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**

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

**J. Agreements to Indemnify**

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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.

**K. Waiver**

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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.

**L. Governing Law**

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This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Grand Junction, Colorado.

**M. Partial Invalidity**

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Should any provision of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provision did not exist.



**Client Agrees to the following bill rate** \_\_\_\_\_ **44%** \_\_\_\_\_

Additional Fees (if needed)

Background Check: \$35.00– Criminal Felony & Misdemeanor, Sex Offender Registry, Widescreen Plus National Criminal

Drug Test: \$15.00 – 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: \_\_\_\_\_

**X**

\_\_\_\_\_



**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:





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

Date Title

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