

TEMPORARY STAFFING EMPLOYMENT AGREEMENT (FOR EMPLOYERS)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF TEMPORARY STAFFING AGENCY]

[address]
("Agency")

- and -

[NAME OF EMPLOYER]

[address]
("Client")

1. Services

Agency, at the request of Client, will supply qualified workers (hereinafter referred to as an "Employee" or "Employees") to Client on a temporary basis. Agency is responsible for supplying Employees who possess the education, skills, and credentials required for the position to which they are being assigned. Client is responsible for the daily assignment and supervision of tasks while an Employee is at the Client's workplace.

2. Non-Exclusive Provision of Services

Client's engagement of Agency is on a non-exclusive basis and may simultaneously engage the services of other staffing agencies. Similarly, Agency has the right to simultaneously provide staffing services to other clients who may be in direct competition with Client's business.

3. Assignment of Employees

Upon acceptance of this Agreement, Agency, at Client's request, will send one or more Employees to work at Client's premises. Only Employees who have been pre-approved by Client will be assigned to Client. Approval by Client constitutes Client having personally interviewed each Employee, reviewed their resumes, or any other criteria agreed upon between Client and Agency. For each Employee assigned to Client, Agency will provide Client with a confirmation letter or addendum in the form attached to this Agreement as Exhibit "A", which will detail the hourly billing rates that Client has agreed to pay for each Employee. In the absence of such confirmation, Client nonetheless agrees to pay Agency for the value of services rendered.

4. Relationship Between the Parties

Agency is not the legal partner, co-venturer, principal, agent, insurer, or representative of Client. Neither Agency nor Agency's Employees have any claim to Client's revenues with respect to the work Employees perform for Client. Client alone is responsible for achieving Client's business goals. Employees have no authority to legally bind Agency.

5. Employee Salary and Taxes

Agency is responsible for paying Employees' wages and for withholding all income and other applicable taxes from such wages, and for paying Workers' Compensation Insurance premiums, [state/provincial] and federal unemployment insurance taxes, and any other applicable taxes on their behalf.

6. Employee Direction and Supervision

Employees are supplied to Client to supplement Client's own workforce. Client is responsible for directing and supervising the Employees on the job. Agency does not provide staff to supervise and oversee the Employees during their assignment, unless otherwise agreed in writing.

7. Guarantee

If at any time an Employee selected by Client is found unsuitable for the position in which he/she is placed, Client may terminate the assignment. Further, within the first two (2) working days of an Employee's assignment, should Client become dissatisfied with the performance of the Employee, Client may cancel that Employee's assignment by calling Agency. In the case of an assignment terminated under these conditions, Client will not be billed for the time the Employee was assigned. Should Client keep an Employee on assignment for more than two (2) working days, the Employee's performance shall be deemed acceptable and Client shall pay the entire invoice for services rendered. If an Employee is removed from an assignment by Client, Agency reserves the right, at its sole discretion, to refuse to assign a replacement Employee or any additional Employees.

THIS IS A 6-PAGE DOCUMENT.