

GENERAL STAFFING AGREEMENT

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

BETWEEN:

[NAME OF STAFFING AGENCY]

[address]
("Agency")

- and -

[NAME OF EMPLOYER]

[address]
("Client")

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Services to be Provided by Agency

Agency shall provide the following services to Client:

- 1.1 Recruit, screen, interview, and assign Agency's employees (hereinafter referred to as the "Employee(s)") to Client to fill a specified position and perform, under Client's supervision, the tasks set forth in "Exhibit A" (attached hereto) at the location specified in "Exhibit A";
- 1.2 Pay Employees' wages and compensation, and provide Employees with additional benefits;
- 1.3 Pay, withhold, and transmit payroll taxes, provide unemployment insurance and Workers' Compensation Insurance; and handle any unemployment and Workers' Compensation claims made by Employees;
- 1.4 Ensure that Employees sign an agreement in the form set out in "Exhibit B" or other form satisfactory to Client, acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, retirement plans, or any other benefits Client may provide;
- 1.5 Ensure that Employees sign a confidentiality agreement in the form set out in "Exhibit C" or other form satisfactory to Client, before beginning their assignments.
- 1.6 Perform background/qualification checks, at _____'s [indicate whether the cost will be covered by Agency or Client] expense, for all Employees who will be assigned to Client. Agency will not assign unqualified personnel to Client.

2. Client's Duties and Responsibilities

Client hereby agrees to:

- 2.1 Properly direct and supervise Employees assigned to Client.
- 2.2 Be solely responsible for Client's business operations, products, services, and intellectual property.
- 2.3 Properly supervise, control, and safeguard Client's premises, processes and systems; not allow Employees to operate any vehicle or motorized equipment; not to leave Employees unattended on the premises with cash, checks, keys, credit cards, merchandise, confidential or trade secret

information, negotiable instruments, or other valuables without prior written approval from Agency, or as strictly required by the job description of the position to which an Employee has been assigned.

- 2.4 Ensure Employees are provided a safe work environment with appropriate information, training, and safety equipment, particularly with respect to any hazardous substances or conditions to which Employees may be exposed while at Client's premises.
- 2.5 Not change Employees' duties and tasks without prior written consent from Agency.
- 2.6 Exclude Employees from Client's benefit plans, policies, and practices, and not make any offer or promise regarding Employees' compensation or benefits.

THIS IS A 7-PAGE DOCUMENT.