



# **CLIENT AGREEMENT**

Reliance Staffing & Recruiting, with its principal office located at 303 Lynnhaven Parkway, Virginia Beach, VA, 23452 ("STAFFING FIRM"), and \_\_\_\_\_, with its principal office located at \_\_\_\_\_ ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

## **STAFFING FIRM's Duties and Responsibilities**

1. STAFFING FIRM will
  - a. Recruit, screen, interview, skill test, drug test and criminal record check when applicable, and assign its employees ("Assigned Employees") to perform the type of work described by the CLIENT to the STAFFING FIRM with the CLIENT's supervision at their location.
  - b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
  - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
  - d. Require Assigned Employees to sign STAFFING FIRM's policies and procedures and application forms which include but are not limited to the attendance policy, drug free workplace policy, the EEO and ADA policy, worker's compensation, confidentiality agreement, harassment policy and safety rules. The employee also acknowledges that they are legally the employee of the STAFFING FIRM and not the client and therefore are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;
  - e. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code (Code); the Employee Retirement Income Security Act (ERISA); the Health Insurance Portability and Accountability Act (HIPAA); the Family Medical Leave Act, Title VII of the Civil Right Act of 1964; the American with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Uniformed Services Employment and Reemployment Rights Act of 1994; and as set forth in subparagraph f. below, the Patient Protection and Affordable Care Act (ACA); and
  - f. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full time" employees (as those terms are defined in Code 4980H and related regulations) and the applicable employer information reporting provision under Code 6055 and 6056 and related regulations.

### **1.1. Right to Control:**

In addition to STAFFING FIRM's duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM'S employment policies relating to Assigned Employee conduct at the worksite.

## **CLIENT's Duties and Responsibilities**

2. CLIENT will:
  - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
  - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
  - c. Provide Assigned Employees with a safe work site and provide appropriate information, training and safety equipment with respect to any hazardous substances or conditions they may be exposed to at the work site;
  - d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
  - e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

## **Payment Terms, Bill Rates, and Fees**

3. CLIENT will pay STAFFING FIRM for its performance at the hourly rate quoted. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time.
5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within 16 weeks after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM until 640 consecutive work hours have been reached; or (b) pay STAFFING FIRM a final fee calculated by the difference between pay rate and bill rate times the hours remaining to achieve a total of 640 billable hours. Additionally, if Client determines they will employ an Assigned Employee, their account must be in current standing with no past due amount, even if the 640 consecutive work hours have been reached.
6. STAFFING FIRM requests that CLIENT review fees, should new or increased labor costs associated with employees arise as a result of federal or state-mandated requirements that become effective after the date of this Agreement. STAFFING FIRM and CLIENT will review and use good faith efforts to agree on changes to the STAFFING FIRM fee to account for said federal or state government mandated increases.

## **Confidential Information**

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

## **Cooperation**

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

## **Indemnification and Limitation of Liability**

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 30 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**Minimum Hours Per Day**

14. If CLIENT limits an Assigned Employee's workday to fewer than 4 hours, STAFFING FIRM may deem that day to include 4 hours of time worked and may bill CLIENT 4 hours if STAFFING FIRM pays the Assigned Employee for the 4 hours.

**Late Payment Penalty**

15. CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 15 days from the date of receipt at the compounded rate of 1.5% per month (annual percentage rate of 18%) or the maximum legal rate, whichever is higher, calculated from the date of receipt.

**Choice of Law**

16. This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without reference to any conflicts of law principles thereof.

**Term of Agreement**

17. This Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.**

\_\_\_\_\_  
CLIENT

Reliance Staffing & Recruiting  
\_\_\_\_\_  
STAFFING FIRM

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# CREDIT APPLICATION



COMPANY NAME		NUMBER OF YEARS IN BUSINESS	
LEGAL CORPORATION OR PARTNERSHIP NAME			
ADDRESS		COMPANY WEBSITE ADDRESS	
NATURE OF BUSINESS		PHONE	FAX
DUNS NUMBER	CHECK APPROPRIATE: <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> NONPROFIT		
FEDERAL EMPLOYEE ID NUMBER		WORKER'S COMPENSATION CODE	

TRADE REFERENCE	ACCOUNT NUMBER	PHONE
ADDRESS		FAX
TRADE REFERENCE	ACCOUNT NUMBER	PHONE
ADDRESS		FAX
BANK NAME	ACCOUNT NUMBER	PHONE
ADDRESS		FAX
BANK NAME	ACCOUNT NUMBER	PHONE
ADDRESS		FAX

ACCOUNT PAYABLE CONTACT - NAME / TITLE	PHONE
BILLING ADDRESS	
EMAIL ADDRESS	

PRINCIPAL - NAME / TITLE	PHONE
HOME ADDRESS	
EMAIL ADDRESS	

PRIMARY POINT OF CONTACT - NAME / TITLE	PHONE
EMAIL ADDRESS	

By completing and returning this application to Reliance Staffing & Recruiting, the applicant represents that all of the information contained in this application is true and correct. Furthermore, the applicant hereby authorizes the release of information from the listed trade and bank references to Reliance in consideration of Reliance extending credit to the above applicant as signed and authorized in the Client Agreement.



**NEWPORT NEWS** 1090 Loftis Boulevard / Newport News, VA 23606 / p 757 873 6644 f 757 873 2341  
**VIRGINIA BEACH** 303 Lynnhaven Parkway, Suite 100 / Virginia Beach, VA 23452 / p 757 490 1700 f 757 490 9065  
**CHESAPEAKE** 860 Greenbrier Circle, Suite 302 / Chesapeake, VA 23320 / p 757 382 7222 f 757 382 7144  
**SUFFOLK** 424 Market Street, Suite 100 / Suffolk, VA 23434 / p 757 925 0400 f 757 925 0792

## **CLIENT SAFETY PARTNERSHIP**

Dear Valued Client:

Our goal is to provide you with the best service possible, to provide a safe work environment for our employees and yours and to keep our insurance rates low. To do so, we want to have a mutual understanding of safety and on-the-job injury procedures, practices and philosophies:

- \_\_\_ Only work our employees on jobs for which they have been assigned and trained. Any variance must be reported to our office before work begins.
- \_\_\_ Our clients are responsible for Safety Program implementation, management and training as required by OSHA standards. Our employees will be oriented/trained in all safety-related programs such as: Hazard Communication (MSDS), Noise Hazard, First Aid, Lock-Out/Tag-Out, Respirator Programs and Fire Procedures.
- \_\_\_ Our employees will be required to wear all appropriate safety equipment.
- \_\_\_ We will be notified if any of our employees will be required to wear respirators or any other such PPE (personal protective equipment) which requires fit testing, medical evaluation, a written program, training, etc. The client will forward a copy of all said documents to Reliance.
- \_\_\_ Our clients will ensure that Reliance employees have been certified to operate any powered equipment as required. Certification must be Powered-Industrial-Truck-specific as required by OSHA.
- \_\_\_ Our clients should include our employees in any safety meetings attended by other workers in similar positions.
- \_\_\_ Our clients will consent to site inspections by members of Reliance Staffing & Recruiting in areas where our employees work. Reliance will provide reasonable advance notice of the visit during normal business hours and complies with any requirements of visitors.
- \_\_\_ We will be notified immediately in the event of accident or injury of one of our employees. We will coordinate appropriate medical treatment (unless it is an emergency) with physicians from our workers compensation panel.
- \_\_\_ Our clients will allow a qualified representative of Reliance to investigate and obtain a report after an accident or injury to insure proper disposition of possible worker's compensation claims. This investigation will not be used for any purpose beyond proper disposition of possible worker's compensation claims.
- \_\_\_ Our clients will immediately notify Reliance in the event any of our employees act intoxicated or act in a suspicious manner.

These areas of agreement are intended to ensure a safe and productive partnership and reduce your liability to a minimum.

CLIENT

RELIANCE

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_