

CHRYSALIS STAFFING STAFFING SERVICES AGREEMENT

This STAFFING SERVICES AGREEMENT (hereinafter the "Agreement"), executed on this _____ day of _____, 20____, (hereinafter "Effective Date") by and between CHRYSALIS STAFFING, with its principal office located at 522 S. Main Street, Los Angeles, CA 90013, and _____ (hereinafter "Customer") with its principal office located at _____ agree to the terms and conditions set forth in this Staffing Agreement.

1. CHRYSALIS STAFFING'S DUTIES AND RESPONSIBILITIES

CHRYSALIS STAFFING will...

- A. Recruit, screen, interview and assign its employees ("Assigned Employees") to satisfy the short and/or long term temporary staffing needs with Assigned Employees best suited to fulfill the requirements of the position requested by customer;
- B. Review job description and company policies provided by CUSTOMER with assigned employees;
- C. Provide feedback and disciplinary action to assigned employees;
- D. Provide assigned employees with basic safety training to include; blood borne pathogens, lifting, and avoiding slips, trips and falls.
- E. Pay assigned employees' wages and provide them with the benefits that CHRYSALIS STAFFING offers and for which they qualify;
- F. Pay, withhold, and transmit payroll taxes; and
- G. Provide unemployment insurance and workers' compensation benefits and handle unemployment and workers' compensation claims involving assigned employees.

2. CUSTOMER'S DUTIES AND RESPONSIBILITIES

CUSTOMER will...

- A. Properly supervise assigned employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- B. Provide on-the-job position-specific safety training to all CHRYSALIS STAFFING's assigned employees on the first work day of the assignment;
- C. 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 CHRYSALIS STAFFING'S express prior written approval or as strictly required by the job description provided to CHRYSALIS STAFFING;
- D. Provide assigned employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- E. Immediately notify CHRYSALIS STAFFING in the event of work-related illness or injury to ensure adequate and appropriate care is provided in accordance with CHRYSALIS STAFFING's policy;
- F. Provide any changes in job hours, days, or responsibilities to CHRYSALIS STAFFING as soon as the changes have been made;
- G. Not change assigned employees' job duties without STAFFING FIRM's prior approval;
- H. Review and approve hours worked on CHRYSALIS STAFFING timesheets for each assigned employees at the end of each work week; and
- I. Exclude assigned employees from CUSTOMER's benefit plans, policies, and practices, and not make any offer or promise relating to assigned employees' compensation or benefits.

3. PAYMENT TERMS, BILL RATES, AND FEES

- A. CUSTOMER will pay CHRYSALIS STAFFING for its performance at the rates set forth below and will also pay any additional costs or fees set forth in this Agreement. CHRYSALIS STAFFING will invoice CUSTOMER for services provided under this Agreement on a weekly basis. Payment is due upon receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the assigned employees. CUSTOMER'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 CHRYSALIS STAFFING to bill CUSTOMER for those hours. If a portion of any invoice is disputed, CUSTOMER will pay the undisputed portion.
- B. Assigned employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. CHRYSALIS STAFFING will charge CUSTOMER special rates for premium work time only when an assigned employees' work on assignment to CUSTOMER, viewed by itself, would legally require premium pay and CUSTOMER has authorized, directed, or allowed the assigned employee to work such premium work time. CUSTOMER's special billing rate for premium hours will be the same multiple of the regular billing rate as CHRYSALIS STAFFING is required to apply to the assigned employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CUSTOMER will be billed at 150% of the regular bill rate.) CHRYSALIS STAFFING's pay period begins on Mondays and ends at midnight on Sundays.

- C. In addition to the bill rates specified below, CUSTOMER will pay CHRYSALIS STAFFING the amount of all new or increased labor costs associated with CUSTOMER's assigned employee that CHRYSALIS STAFFING is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.
- D. Bill rates set forth below are per employee, per hour. The bill rates are effective through June 30, 2019, at which time the parties will agree on a new bill rate.

Position(s): _____

Bill Rate: _____

GUARANTEE

CHRYSALIS STAFFING guarantees that the assigned employee that CHRYSALIS STAFFING recruits and assigns to CUSTOMER will have the qualifications CUSTOMER requests. If CUSTOMER finds any assigned employee's qualifications or general work-related behavior lacking and lets CHRYSALIS STAFFING know within 4-hours, CHRYSALIS STAFFING will not charge for the first 4-hours of the assignment and will make reasonable efforts to replace the assigned employee immediately.

MINIMUM HOURS PER DAY

If CUSTOMER limits an assigned employee's work day to fewer than 4-hours, CHRYSALIS STAFFING may deem that day to include 4-hours of time worked and may bill CUSTOMER 4-hours if CHRYSALIS STAFFING pays the assigned employee for the 4-hours. Additionally, each workday the assigned employee is scheduled to report, but is not put to work, the CUSTOMER will be billed for 2-hours of "reporting time" pay if CHRYSALIS STAFFING pays the assigned employee for 2-hours.

INDEMNIFICATION AND LIMITATION OF LIABILITY

To the extent permitted by law, CHRYSALIS STAFFING will defend, indemnify, and hold CUSTOMER 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 CHRYSALIS STAFFING'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 CHRYSALIS STAFFING or CHRYSALIS STAFFING's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

- A. To the extent permitted by law, CUSTOMER will defend, indemnify, and hold CHRYSALIS STAFFING 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 CUSTOMER'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 CUSTOMER or CUSTOMER's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- B. 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.
- C. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 10 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.

TERM OF AGREEMENT

This Agreement may be terminated by either party at any time for any reason. The 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.

The Parties hereto have executed this Agreement below as of the Effective Date first written above to express agreement to its terms.

CUSTOMER Signature

CHRYSALIS STAFFING Signature

CUSTOMER Representative Name & Title

CHRYSALIS STAFFING Representative

Today's Date

Today's Date