



## STAFFING AGREEMENT

STAFFusion is providing temporary/contract staffing associates to perform services for you in consideration of your agreement to the following terms and conditions.

210 West Pike Street, Suite #3, Canonsburg, PA 15317  
 Phone: 724-916-4772 – Fax 724-916-4777 – stafffusion.us

### TIME CARD

COMPANY NAME (PLEASE PRINT)
ADDRESS
CITY, STATE, ZIP
EMPLOYEE NAME (PLEASE PRINT)
SOCIAL SECURITY # - LAST FOUR DIGITS / / / /

**EMPLOYEE CERTIFICATION:** I hereby certify that the hours shown were worked by me during the week ending shown below and were properly certified by an authorized representative of the company named above. I understand that I am to contact the office after completing the Assignment to determine if there is other work available for me. I agree that if I do not contact the office upon completion of the assignment they can assume I am not available for work. I certify that I have not sustained any work related injuries or illness.

WEEK ENDING / /	ARE YOU RETURNING TO THIS ASSIGNMENT? [ ] Yes [ ] No
EMPLOYEE SIGNATURE	
EMPLOYEE JOB TITLE	
DEPARTMENT	REPORT TO

DAY	DATE	TIME IN	TIME OUT	LESS LUNCH	TOTAL HOURS
MON					
TUE					
WED					
THU					
FRI					
SAT					
SUN					
				<b>TOTAL HOURS</b>	

**CLIENT AUTHORIZATION:** I certify that the above hours worked as shown and acceptance of the client terms and conditions shown in the right column..

CLIENT AUTHORIZED REPRESENTATIVE (PRINT NAME)
CLIENT SIGNATURE OF ACCEPTANCE

PLEASE COMPLETE AND RETURN ON THE LAST DAY WORKED OF THE CURRENT WEEK AND FAX TO 724-916-4777

- We hire associates as our employees. We provide all wages, taxes, withholding, benefits, workers' compensation and insurance for our employees and have employees sign waiver of Client benefits. We will conduct drug screening, skills evaluations, and background investigations as requested and permitted by law. We comply with all applicable Federal, State, and Local employment laws and regulations, including the Equal Employment Opportunity Act and Fair Labor Standards Act.
- We will recruit, screen, hire, and place associates qualified to meet your specifications. You agree to notify us of any changes in the duties or workplace of our associate(s) from those originally specified by you prior to change. You will supervise, direct, and control the work performed by our associates. You are responsible for all operations results, including, physical loss or damage to machinery, equipment, materials, data or other property in the care, custody, or control of a STAFFusion associate, and bodily injury (except for bodily injury to the associate covered by workers' compensation).
- We provide associates to perform the duties specified by you. We are not present to direct the work. We cannot be responsible for, and you agree to indemnify and hold us harmless for losses or damage from work performed by associates in a reasonably prudent matter, as instructed by you, or losses resulting from misconduct or negligence by you. You agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.
- During an assignment, if you permit our associate to operate a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for; bodily injury, property damage, collision, or public liability claims, regardless of fault. Employees will receive forklift training prior to assignment and must receive site specific training and certification from Client prior to operation of forklift.
- If you entrust our associates with unattended premises or with the care, custody, or control of cash, checks, credit card numbers, negotiables, confidential information or trade secrets, or other valuable property, then you must indemnify and hold us harmless from any resulting loss or damage.
- We provide safety orientation to each of our labor associates. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable laws concerning occupational safety, health, disability discrimination, and sexual harassment. You indemnify us for any claims for violation of employment laws due to the misconduct of your employees. You agree to provide modified duty to an injured associate with the hours of work payable and billable by STAFFusion.
- We offer an evaluation hire program that allows you to hire our associates after a pre-determined period of employment or for an agreed upon fee. Client may hire STAFFusion associate with no fee or penalty after associate has worked 1040 hours (6 Months) on STAFFusion's payroll for the Client. Client agrees not to recruit or hire STAFFusion associate during this period. If you hire our associate or use the associate through another staffing firm prior to the completion of the 1040 hours, you agree to pay a payroll transfer fee of \$7500.00 or 30% of yearly earnings whichever is greater, unless otherwise agreed by us in writing.
- We pay our associates weekly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method within 30 days of the invoice date. A monthly service charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
- No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. Pennsylvania law applies and the venue for any disputes would be in Washington County, Pennsylvania. The services that we will render to Client under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFusion and Client.