



Staffing Agreement

Office Number and Location: _____

This Agreement is made and entered into this ____ day of _____, 20____, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address of _____ (hereinafter referred to as "Express", "We" and "Our") and _____ (hereinafter referred to as "Client" and "you").

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private or personally identifiable information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information. As between you and Express, all such information shall remain the property of Express, and shall not be: (i) used by you other than in connection with receiving services hereunder; (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by you; or (iii) commercially exploited by or on behalf of you. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state, or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (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). Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, protected health information, personally identifiable information, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for resulting bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by your breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. So long as this Agreement is in effect, both parties agree that they will not disclose or make available any confidential information they receive from the other party to any third party for any purpose whatsoever other than performing under this Agreement or as required by law.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll (a "Conversion"), you may do so by paying a Conversion fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm, other than through a Conversion as referenced above, without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____
 Agent's Name (print): _____ Title: _____
 Agent's Signature: _____



Respecting people. Impacting business.

SERVICE RATE INFORMATION

JOB TITLE	Pay Rate	Bill Rate
Housekeeper	\$15/hr	\$21.45/hr
Mark Up 1.43		

There will be a charge for national background checks of \$25.00 each Yes No

There will be a charge for pre-employment drug screening of \$30.00 each Yes No

Please list Criminal Background Requirements: _____

The Client service rate includes Express Employment Professional's absorption of the following expenses:

- | | | |
|-----------------------------|-----------------------|---------------------------------|
| Advertising | I-9 Verification | Skills Testing |
| Associate Benefits | ISO Interview Process | Weekly Invoicing to Clients |
| Bonding of Employees | Payroll Burden Cost | Weekly Pay for Associates |
| Employment Verification | Recruiting | Worker's Compensation Insurance |
| General Liability Insurance | | |

**In the event Express is required to increase wages and/or payroll burden costs as the direct result of any determination, order, or action by any applicable Federal, State, or local government authority, or collective bargaining unit, Client shall reimburse Express Employment Professionals at cost for any such increases.

This quote is for Temporary assignments OR Evaluation hire assignments . Each associate recruited by Express will be required to complete **520** regular hours before being hired by your company. In the event you wish to hire the associate prior to completing the required hours, a balance buyout will be necessary.

The Client agrees to the terms and conditions located on the back of the Express Employment Professionals timecards and/or group timesheets; the terms of which are specifically incorporated herein and made part hereafter. Client also agrees to submit all timecards and/or group timesheets of Express employees to Express by 8:00 a.m. each Monday. In the event the original signed timecards and/or group timesheets are not provided to Express by Client, it is agreed that Express Employment Professionals will pay their employees from signed faxed timecards, group timesheets, and/or emailed printouts from Client. Client further authorizes Express to treat faxed or emailed copies of signed timecards, group timesheets, or emailed printouts as the original. The authorized email address(es) to submit approval of time worked is: 1) _____ 2) _____ 3) _____

The nature of our business requires that we pay our employees each week. Express Employment Professionals bills for services rendered on a pay-per-hour basis. Our invoices are *net due* upon receipt. Please mail all payments to P.O. Box 203901, Dallas, TX 75320-3901.

Please acknowledge your understanding of these terms by signing below and returning it with your completed credit application and staffing agreement. We appreciate your business and look forward to working with you.

EXPRESS EMPLOYMENT PROFESSIONALS

Mid America Technology Center

Signature

Signature

Title

Title

Date

Date



New Account Information

Client		Telephone No.		Fax No.		Contact	
Address				City		State	Zip
Type of Business	Business Start Date	Years at Address	CEO/Owner/Partner/Proprietor			No. of Employees	
Type of Organization <input type="checkbox"/> Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Ind. Prop <input type="checkbox"/> LLC <input type="checkbox"/> Other			Reason for Associates		No. of Associates	Hours per Week	
Party in Charge of Accts. Payable		PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Terms are: Payments due 10 Days from Date of Invoice			
Person Accepting our Terms		Title		Social Security Number/Tax ID Number			
Primary Bank Used		Telephone	Account No.		Account Representative		
Type of Account	Date Opened	Avg. Checking Balance \$	Hi Balance \$	Avg. Balance \$	D&B Rating		
Loans Outstanding <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured	Current Loan Balance \$		Hi Balance \$	Avg. Balance \$	Payment History <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Bank Credit Rating	SIC Code	Comments:					

CREDIT REFERENCES				For Express Services Use Only			
Name of Supplier		Email		Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$
Address		Contact		Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.	Fax No.	Type of Business		Comments:			
Name of Supplier		Email		Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$
Address		Contact		Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.	Fax No.	Type of Business		Comments:			
Name of Supplier		Email		Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$
Address		Contact		Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.	Fax No.	Type of Business		Comments:			

TERMS AGREEMENT BUILT INTO CREDIT APPLICATION

The undersigned, in consideration of extending company credit to aforesaid business, individually, jointly, and severally as individuals unconditionally guarantee the payment of any and all future obligations of the said company which may be owing to Express Services, Inc. upon demand including reasonable attorney's fees and all costs and other expenses incurred by Express Services, Inc. in collecting an indebtedness of the aforesaid customer. Notice is waived. This is a continuing guarantee. Should a lawsuit be necessary to enforce the guarantee, venue is waived and suit may be brought in Oklahoma City, Oklahoma. A photocopy or facsimile copy of the account application and signature shall be valid as an original thereof.

All information given above is correct to the best of the undersigned's knowledge. It is agreed that: (1) charges for temporary help are labor related and due 10 days from the date of the invoice; (2) creditor is authorized to investigate credit, banking and financial history and to disclose findings of that investigation as necessary.

Signature: _____ Print Name: _____ Date: _____

CREDIT APPROVAL		Approved By	Credit Limit \$	Terms		
Source Code	Client Account No.	Complete By	Checked By		Date	