

STAFFING AGREEMENT



A Better Choice Staffing
10575 Goodwin St
Bonita Springs, FL 34135
Phone: (863)216- 8960

Email: Info@ABetterChoiceStaffing.com

This Staffing Agreement ("Agreement") is made between A Better Choice Staffing LLC ("ABC Staffing") and the Client ("Client"), for the provision of temporary staffing services.

Terms and Conditions

1. Services Provided

ABC Staffing LLC will provide Client with temporary employees ("Employees") as requested by the Client.

2. Liaison

ABC Staffing will designate one of its staff members to act as a liaison between ABC Staffing and Client at no additional charge to oversee the implementation of this Agreement.

3. Recruitment and Screening

ABC Staffing will recruit, interview, screen, and provide general testing and orientation to Employees prior to their assignment at the Client's facility. Client is responsible for site and job-specific orientation and safety training.

4. Payroll and Benefits

ABC Staffing assumes full responsibility for paying Employees, withholding and transmitting payroll taxes, making unemployment contributions, and responding to claims for unemployment and workers' compensation. Employees will not be entitled to any holidays, vacations, disability, insurance, pensions, or other benefits offered by Client.

5. Insurance

ABC Staffing will maintain general liability insurance, hired and non-owned auto liability, fidelity bond, state and federal unemployment, and workers' compensation insurance. However, Client assumes full responsibility for any damages caused by Employees while under Client's direction. Certificates of insurance will be provided upon request.

6. Billing and Payment

ABC Staffing will invoice clients weekly for services rendered. Payment is due upon receipt of the invoice. Any outstanding balance beyond 25 days will incur an interest charge of 0.833% per month until paid. The agreed-upon bill rates are as follows:

- o **Pay Rate:** As agreed between ABC Staffing and Client
- o **Markup:** 27%

7. Overtime Pay

If a non-exempt Employee works more than forty (40) hours in any work week, the Employee is entitled to overtime compensation at a rate of 1.5 times their regular hourly wage. Client agrees to pay the overtime rate multiplied by the agreed markup.

8. Job Duties

Clients will not assign Employees any duties outside those specified in the agreed work order.

9. Use of Vehicles and Machinery

Employees shall not operate motor vehicles or machinery unless

a separate Vehicle or Machinery Operator Release Agreement is executed.

10. Handling of Cash and Valuables

Employees shall not handle cash, negotiables, or other valuables unless specifically authorized in the work order. Any handling of such items requires a separate Money, Valuables, and Securities Release Agreement. Any claims of dishonesty or misconduct must be reported to ABC Staffing within five (5) days of occurrence.

11. Government Contract Work

If any Employee performs work under a Government Contract, Client must notify ABC Staffing immediately and agree to any necessary wage adjustments required by law.

12. Compliance with Laws

Clients will comply with OSHA, EEO, EPA, ADA, Department of Labor regulations, and all other applicable laws. Client agrees to indemnify and hold ABC Staffing harmless for any liabilities arising from Client's actions.

13. Injury Reporting

Any Employee injury, regardless of severity, must be reported to ABC Staffing immediately. ABC Staffing will arrange for necessary medical treatment.

14. Minimum Billing Period

Client agrees to a minimum billing period of four (4) hours per Employee. If an Employee works less than four hours, Client will be billed for four hours.

15. Employee Hiring and Conversion Fee

Employees assigned to Client remain employees of ABC Staffing. Client agrees not to hire or engage any Employee independently or through another staffing service without ABC Staffing's prior approval. A breach of this provision will result in a conversion fee of 1% per \$1,000 of the Employee's annualized compensation, up to 35%, with a minimum fee of \$1,000.

16. Payroll Period

ABC Staffing pays its Employees on Tuesday for the prior week (Monday-Sunday).

17. Agreement Duration and Renewal

This Agreement commences on the date signed below and continues for one year, automatically renewing annually unless a new Agreement is executed in writing.

18. Governing Law

This Agreement shall be governed by the laws of the State of Florida, with jurisdiction in the courts of Lee County, Florida.

ACKNOWLEDGEMENT

I am an authorized representative of the Client and agree to the terms set forth above. If not signed personally, a verbal agreement to these terms shall be binding on both parties.

Client Authorization

Authorized Agent Name: _____

Signature: _____

Client Name: _____

Client Address: _____