



813-917-9796
solutions@astaffsource.com
www.astaffsource.com

Taken By _____
Source _____

THANK YOU FOR YOUR INTEREST IN OUR SERVICE!

Account Application and Service Agreement & Terms and Conditions

Please complete the following application and fax to 813-286-9622.

Customer Name _____ 1. Corporation 2. LLC 3. Partnership 4. Sole Proprietorship

Street Address _____ City _____ State _____ Zip Code _____

Billing Address _____ City _____ State _____ Zip Code _____

Billing Phone (____) _____ Fax (____) _____ Cell(____) _____

Website _____ E-mail _____

Number of Employees _____ Years in Business _____ Previous Company Name (if any) _____

Account Contact Person _____ e-mail _____

Tax I.D. Number _____ Purchase Order Required? YES NO

Name of Officer, Principle, Partner or LLC Member _____ SS# _____

Current Address _____ City _____ State _____ Zip Code _____

Name of Officer, Principle, Partner or LLC Member _____ SS# _____

Current Address _____ City _____ State _____ Zip Code _____

Supplier Reference _____ Contact _____ Phone(____) _____

Supplier Reference _____ Contact _____ Phone(____) _____

Bank Reference _____ Account Number _____

Bank Contact Name _____ Bank Phone Number _____

Customer's Authorized Representative Printed Name/Title Date

Staff Source, LLC
TERMS AND CONDITIONS OF ASSIGNMENT

Our employees are assigned to you under the following Conditions of Assignment:

1. For the services of Staff Source, LLC ("SS") employees, we will bill your company ("Customer") at the rate contained in SS's invoices, which will be mailed to you weekly. Legally required overtime (Federal law requires in excess of 40 hours a week, state law varies) will be billed at one and one-half the billing rate.
2. The persons assigned are employees of SS and shall not be deemed to be Customer's employees, but shall be deemed to be Customer's borrowed servants. SS warrants that its employees are covered by workers' compensation insurance, and that it assumes total responsibility to pay all applicable federal, state and local withholding taxes and unemployment taxes as well as Social Security, state disability insurance and all other payroll charges.
3. Supervision of an SS employee's work on your premises (or wherever you assign the employee) is your responsibility and under no circumstances will SS be responsible for work performed by SS employees, even if job foremen, crew leaders or supervisors are provided by SS at the request of Customer.
4. A four (4) hour minimum charge (per person) exists on all orders. If, for any reason, you are dissatisfied with the employees assigned to you, SS will not charge for the first four (4) hours worked, provided that SS replaces the individual assigned. Unless you contact us before the end of the first four (4) hours, you agree that our employees assigned are satisfactory.
5. Our employees will present a time record to you or your representative for verification and signature at the end of each week. Your signature thereon indicates your acknowledgment that the hours reflected on the time record are accurate and that the work performed is acceptable. You will be billed weekly for the total hours worked. All invoices are due upon receipt. Invoices will be considered in default after thirty (30) days from the date of invoice, unless payment in full has been received, at which time interest will be charged on unpaid balances at the rate of 1.5% per month, unless prohibited by law, in which case, the interest rate shall be the maximum allowed by law. Customer agrees to pay the balance due, accrued interest, notice to owner origination, filing fees, lien filing fees and reasonable attorneys' fees and costs of collection. In the event Customer disputes the contents of invoices submitted by SS, Customer must dispute the invoice in writing within seven (7) days of the date of the invoice, or the full amount of the invoice shall be deemed accepted by the Customer.
6. Payment to SS is not conditioned upon Customer's receipt of payment from any person or entity, including, without limitation, contractors, subcontractors and suppliers. Customer acknowledges that SS is not assuming any risk of non-payment from those who may be or may become indebted to Customer.
7. In the event Customer hires a temporary employee provided by SS as a direct, permanent employee of Customer, Customer agrees to pay SS a conversion fee. The conversion fee shall be due and payable upon the date the employee enters the direct, permanent employment of Customer and shall be calculated by multiplying (a) the difference between the hourly billing rate charged by SS for the temporary employee and the temporary employee's hourly wage rate, and (b) 520 minus the number of straight time hours actually billed by SS for the temporary employee. There will be no conversion fee for an employee for whom the customer has been billed and paid for at least 520 straight time hours.
8. Customer agrees to notify SS immediately whenever any employee performs any work under a Government Contract, and agrees to pay SS a price differential to reflect the higher wages that may be due any such employee by reason of any Government Contract or the contract specifications. In the event that Customer assigns SS's employees to a prevailing wage job, it shall be Customer's responsibility to inform SS of the pay rates for each classification of employee assigned to the Customer on the project, and Customer shall assume all liability for any claims pursuant to a prevailing wage audit on the project and in the case of an underpayment of wages.
9. Customer agrees that it will not, without the prior written consent of SS, utilize SS employees to operate machinery, equipment or vehicles not covered by the Customer's liability and property damage insurance; to operate dangerous or unprotected machinery, for excavation where proper shoring and protection are not provided; for any work on scaffolding or as a member of the crew of any vessel or in maritime work upon the navigable waters of the United States which might be subject to the United States Longshoremen's and Harborworker's Compensation Act, or the Jones Act. Customer acknowledges that SS's insurance does not cover claims of SS employees if they are utilized as described above.
10. Customer agrees that it will not entrust SS employees with unattended premises, specialty tools, cash, checks, negotiables or other valuables. An SS employee may not under any circumstances, transport or convey monies, securities or any negotiable instruments (including, but not limited to, delivering bank deposits to a bank or other institution).
11. Customer agrees to be responsible for SS employees' safety, including but not limited to, the Occupational Safety and Health Act of 1970, and in particular agrees to comply with all applicable laws and ordinances relating to health and safety, and, in particular, agrees to provide any safety equipment, clothing, or devices necessary as required by law for any work to be performed, or used by Customer's employees in the performance of similar work (SS will provide hard hats, safety glasses and gloves). Customer agrees to indemnify and hold harmless SS for suits, actions, losses, damages, claims, penalties or liabilities of any character, type or description, including all expenses of litigation, court costs and attorneys' fees arising out of violations by the Customer of the Occupations Safety and Health Act of 1970, or any similar federal or state law now or hereafter enacted with respect to workplaces or equipment owned leased or supervised by Customer and to which employees are assigned.
12. IN AND FOR THE SPECIAL CONSIDERATION OF \$10.00, CUSTOMER AGREES THAT SS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED [DEFENDED BY COUNSEL OF SS'S CHOICE] SAVED AND HELD HARMLESS BY CUSTOMER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES OR LIABILITIES OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, CUSTOMER'S WORK, JOBS OR ACTIVITIES, OR SS EMPLOYEES' WORK, JOBS OR ACTIVITIES. In the event of any claims of any kind by Customer against SS, to the extent not barred or precluded by any other provision of these Terms and Conditions, the Customer's recovery shall be limited to the amount paid by SS for the services of the employees who are the subject of the claim.
13. This agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Florida. Venue for any action under this agreement is agreed to be Hillsborough County, Florida, or the county where the project for which SS's employees are being utilized by Customer, at SS's choice.
14. In order for Customer to establish a credit account with SS, Customer authorizes SS to conduct a credit investigation which may include but not be limited to Customer's bank, trade and credit bureau references as applicable.
15. Customer, if a Subcontractor, represents and warrants to SS that the execution of this Agreement, and the performance of the Work by SS will not violate any restriction or prohibition contained in the contract between the General Contractor and Subcontractor (the "Subcontract"), or in any other document executed by Subcontractor in connection therewith. Subcontractor further warrants and represents that the General Contractor does not have any right, pursuant to the Subcontract, to withhold payment, or to terminate the Subcontract because of the execution of this Agreement, or the performance of the work by SS. [Subcontractor acknowledges that SS has not been provided with a copy of the Subcontract, and is relying solely upon the representations made by Subcontractor herein with respect to contents of the Subcontract.]
16. This writing shall constitute the entire agreement between the parties and shall supersede any and all prior agreements and representations, written or oral.
17. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Terms and Conditions of Assignment, but this Terms and Conditions of Assignment shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

COMPANY: _____ DATE: _____

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____