STAFFING SERVICE CONTRACTS

James E. Baiers
(313) 965-3430
jbaiers@clarkill.com
"These are tough times to be a contract law attorney. Everything's written in stone."
LONG? SHORT? BOTH?
Yay! Tom's playing Document Jenga again!
VICE PRESIDENT – GENERAL COUNSEL
DIRECTOR OF SALES PREVENTION
"Your proposal is written with clarity and conviction. Send it up to legal for obfuscation."
MASTER STAFFING AGREEMENT

IT IS HEREBY AGREED by and between STAFFING SERVICE, INC. (“STAFFING SERVICES”), and ________________________ (“CLIENT”), effective as of _________, 201__.

WHEREAS, STAFFING SERVICES is engaged in the business of assigning its employees to perform services for clients, and providing related management and human resource services; and

WHEREAS, CLIENT desires to engage STAFFING SERVICES to provide such services;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in this Agreement, and intending to be legally bound, the parties agree as follows:
DEFINITIONS

- “CLIENT” refers to and includes the entity named above and its parents, subsidiaries, affiliates and successors.

- “STAFFING SERVICES” refers to STAFFING SERVICES, INC., a Michigan corporation, and includes its parents, subsidiaries, affiliates and successors.

- For purposes of this Agreement “ASSIGNED EMPLOYEE” refers to all employees of STAFFING SERVICES who are assigned to work at any of CLIENT’s facilities for the job classifications set forth on Exhibit A.
DUTIES OF STAFFING SERVICES

- STAFFING SERVICES shall provide to CLIENT the services of its ASSIGNED EMPLOYEES as requested by CLIENT on Exhibit A.

- STAFFING SERVICES, agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers' compensation claims involving ASSIGNED EMPLOYEES. ASSIGNED EMPLOYEES shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CLIENT to its direct employees. STAFFING SERVICES shall require ASSIGNED EMPLOYEE to sign an agreement acknowledging their understanding that they are not entitled to CLIENT benefits offered to its direct employees and waiving any right that may be deemed to exist or that may come into existence with respect to such benefits.
DUTIES OF STAFFING SERVICES

- **Account Representative:** STAFFING SERVICES shall designate and provide, at no charge to CLIENT, a STAFFING SERVICES representative to serve as liaison with CLIENT in overseeing the implementation of this Agreement.

- **Selection and Background Checks:** STAFFING SERVICES shall recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for ASSIGNED EMPLOYEES to be assigned to CLIENT.

- **Other Background Checks:** STAFFING SERVICES shall perform criminal conviction record, education, drug testing, credit searches, etc. as may be requested by the CLIENT. CLIENT agrees to pay STAFFING SERVICES all related costs associated with providing such services plus an administrative fee.

- **Industry-specific Checks:** As may be requested by CLIENT, STAFFING SERVICES shall perform license/permit verifications and fingerprinting for certain positions. CLIENT agrees to pay STAFFING SERVICES all related costs associated with providing such services plus an administrative fee.
DUTIES OF STAFFING SERVICES

- **Reports:** STAFFING SERVICES shall produce such reports as CLIENT may reasonably request pertaining to the ASSIGNED EMPLOYEES.

- **Additional Services:** STAFFING SERVICES may provide additional services beyond its express obligations under this Agreement at the CLIENT’s request. The charges for these services will be at the rate set forth in the Schedule of Fees or as agreed upon in advance by the CLIENT and STAFFING SERVICES. The CLIENT will be responsible for the reimbursement of business expenses incurred by the STAFFING SERVICES in connection with any additional services requested by CLIENT.
DUTIES OF CLIENT

Payment for Services (Select One):

_____ OPTION A: Invoice and Payment by Check.

STAFFING SERVICES will invoice CLIENT for services provided in accordance with this Agreement on a weekly/monthly basis. Invoices shall be accompanied by the pertinent timesheets or such other records agreed upon by the parties. CLIENT’s signature on STAFFING SERVICES’s timesheets/records certifies that the hours shown are correct and that the work was performed to CLIENT’s satisfaction and authorizes STAFFING SERVICES to invoice CLIENT for the hours worked by the ASSIGNED EMPLOYEES based upon the billing rates as shown in Exhibit A.

CLIENT agrees to pay Net Upon Receipt of invoice, and to pay late charges on any unpaid balances after _____ (__) days from the date of receipt at the rate of ____ % per month (Annual Percentage Rate of ___%) or the maximum legal rate, whichever is higher.
DUTIES OF CLIENT

Payment for Services (Select One):

____ OPTION B: ACH Electronic Payment.

STAFFING SERVICES will invoice CLIENT for services provided in accordance with this Agreement on a weekly/monthly basis. Invoices shall be accompanied by the pertinent timesheets or such other records agreed upon by the parties. CLIENT's signature on STAFFING SERVICES's timesheets/records certifies that the hours shown are correct and that the work was performed to CLIENT's satisfaction and authorizes STAFFING SERVICES to electronically debit the CLIENT'S specified bank account for all amounts owed regarding the hours worked by the ASSIGNED EMPLOYEES based upon the billing rates as shown in Exhibit A. Upon selection of this payment option, STAFFING SERVICES will provide a separate ACH bank information packet containing all necessary debit account setup instructions.
DUTIES OF CLIENT

- **Conversion Fees:** Client shall not directly or indirectly hire, employ on its own or through another entity, or in any way engage or obtain the services of any ASSIGNED EMPLOYEE before an ASSIGNED EMPLOYEE has worked at least ___ hours for the CLIENT under this Agreement and CLIENT has paid STAFFING SERVICES all invoiced amounts for such ASSIGNED EMPLOYEE. If CLIENT violates this paragraph, CLIENT shall pay STAFFING SERVICES a Conversion Fee of ___% of the ASSIGNED EMPLOYEE’s annualized compensation including bonuses.

- **No Staff Hires:** CLIENT and STAFFING SERVICES agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of ____ (___) months/years thereafter without the prior written consent of the other party. Any party violating this paragraph shall pay to the other party a fee in the amount of 25% of the employee's annualized compensation including bonuses.
DUTIES OF CLIENT

- **Billing Disputes:** If CLIENT disputes the accuracy or timing of any invoice, CLIENT shall, within ____ (__) business days of receipt, deliver a written notice and detailed explanation of such dispute to STAFFING SERVICES. If notice is not received within this period, the accuracy and proper timing of such invoice shall be final and CLIENT shall have waived any objections thereto and its right to dispute the charges in said invoices. This notice requirement is a condition precedent to CLIENT bringing any action disputing the charges and fees contained in said invoices. If notice is timely received, STAFFING SERVICES shall meet with a representative of CLIENT within ____ (__) business days to verify the accuracy of the invoice. Any errors shall be corrected by a debit or credit to the CLIENT’s next invoice after resolution of the disputed amount, or by refund to CLIENT if there is no next invoice.

- **Security for Payment:** Upon execution of this Agreement, CLIENT shall deposit with STAFFING SERVICES such sum as may be set forth in the Schedule of Fees as security for payment which may be applied by STAFFING SERVICES, without notice, to any payment delinquency.
CLIENT LIMITATIONS ON ASSIGNED EMPLOYEES

CLIENT agrees that it will not entrust ASSIGNED EMPLOYEES with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of STAFFING SERVICES.

CLIENT will not request or permit any ASSIGNED EMPLOYEE to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT, without the express prior written permission of STAFFING SERVICES.
DUTIES OF CLIENT

• Independent Contractor/Employment Relationship: The services which STAFFING SERVICES shall render under this Agreement shall be as an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between STAFFING SERVICES and CLIENT. Nothing in this Agreement or the relationship between CLIENT, STAFFING SERVICES or the ASSIGNED EMPLOYEES shall create a co-employment or joint employer relationship.
DUTIES OF CLIENT

- **Safety Compliance:** Because CLIENT controls the facilities in which ASSIGNED EMPLOYEES will work, it is agreed that CLIENT is responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations, to the extent those laws apply to the ASSIGNED EMPLOYEES. CLIENT agrees to comply, at its own expense, with all safety, health and workplace laws, regulations and rules. CLIENT will ensure compliance with safe work practices and requirements for the use of personal protective equipment imposed by federal, state and local agencies. At a minimum, CLIENT shall comply with the federal Occupational Safety and Health Act (“OSHA”) and any similar state or local occupational safety and health regulations and standards and shall provide ASSIGNED EMPLOYEES a workplace free from occupational hazards. CLIENT shall be solely responsible for any OSHA or state citations issued to CLIENT, including any citation due to the action, conduct or omissions of the ASSIGNED EMPLOYEES. STAFFING SERVICES or its insurer retains the right to exercise direction and control with management regarding safety, risks and hazard control at the worksites affecting the ASSIGNED EMPLOYEES, including performing safety inspections of the CLIENT's equipment or premises and the promulgation and administration of employment and safety policies.
DUTIES OF CLIENT

- **ADA Compliance:** CLIENT shall make available a reasonable accommodation, at its sole expense, to any ASSIGNED EMPLOYEE entitled to accommodation under the American with Disabilities Act, the Federal Rehabilitation Act or comparable and similar federal, state or local laws or regulations.

- **WARN Act Compliance:** CLIENT shall give STAFFING SERVICES not less than 75 days advance written notice of any (i) temporary or permanent shutdown of any facility, site of employment or employment unit; or (ii) reduction in force resulting in the layoff of one-third or more of the persons (including ASSIGNED EMPLOYEES) working at any single facility or site of employment.
DUTIES OF CLIENT

- **Drug-Free Workplace Program:** STAFFING SERVICES has a Drug-Free Workplace Program. CLIENT is required to adhere to STAFFING SERVICES’s post-accident and reasonable suspicion drug testing. If CLIENT has a self-administered drug testing program, CLIENT must submit any post-accident or reasonable suspicion drug test results to STAFFING SERVICES as soon as available.
DUTIES OF CLIENT

• **EEO Compliance:** CLIENT and STAFFING SERVICES affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and STAFFING SERVICES agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any ASSIGNED EMPLOYEE, CLIENT and STAFFING SERVICES agree to cooperate in the prompt investigation and resolution of such complaint.
DUTIES OF CLIENT

- **FMLA Compliance:** CLIENT and STAFFING SERVICES agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CLIENT and STAFFING SERVICES shall cooperate in compliance with any such requirements.

- **Government Contracts:** CLIENT is not a federal, state or local government contractor or subcontractor and none of the ASSIGNED EMPLOYEES perform work on government contracts, except as may have been previously disclosed to STAFFING SERVICES in writing. CLIENT agrees to provide written notice to STAFFING SERVICES prior to entering into any government contract.

- **Labor Relations:** CLIENT agrees to abide by the National Labor Relations Act and similar state and local laws. Because the decision to operate as a union or a non-union business is a core business decision belonging solely to CLIENT, CLIENT is responsible for all decisions related to a union organizing campaign, the negotiation of a collective bargaining agreement, and the processing of grievances and arbitrations under a collective bargaining agreement.
DUTIES OF CLIENT

- **CLIENT Confidential Information**: STAFFING SERVICES acknowledges that it or its ASSIGNED EMPLOYEES may be given access to or acquire information which is proprietary to or confidential to CLIENT or its affiliated companies and their clients and customers. Any and all such information obtained by STAFFING SERVICES shall be deemed to be confidential and proprietary information. STAFFING SERVICES agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to CLIENT. STAFFING SERVICES agrees to direct ASSIGNED EMPLOYEES to keep such information confidential.
DUTIES OF CLIENT

- STAFFING SERVICES Confidential Information: CLIENT acknowledges that during STAFFING SERVICES’s performance under this Agreement, CLIENT may be given access to or acquire Confidential Information of STAFFING SERVICES, all of which provides STAFFING SERVICES with a competitive advantage and none of which is readily available. CLIENT agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company (except with the written consent of STAFFING SERVICES or if ordered by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. CLIENT also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information. As used herein, STAFFING SERVICES’s “Confidential Information” means: all information regarding STAFFING SERVICES’s Assigned and Staff Employees, including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information.
DUTIES OF CLIENT

- **Copyrights and Patents:** Any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work performed by ASSIGNED EMPLOYEES, or relating to matters disclosed to ASSIGNED EMPLOYEES in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by ASSIGNED EMPLOYEES, solely or jointly with others, during the term of any assignment (regardless of whether conceived or developed during working hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as “work made for hire” to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 et seq, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries and/or inventions. ASSIGNED EMPLOYEES shall, during any assignment with CLIENT or any time thereafter, provide to CLIENT all documents, information, and assistance in the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions, and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon.
TERM AND TERMINATION

This Agreement shall be for an Initial Term of one (1) year from the Effective Date of this Agreement. This Agreement shall be automatically renewed for successive one (1) year Terms unless modified or terminated in accordance with the provisions of this Agreement.

a. After the Initial Term, this Agreement may be terminated by either party upon ____ (__) days’ written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received.

b. Notwithstanding any other provision of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement, either party may terminate this Agreement immediately with written notice.

Notwithstanding any other provision of this Agreement, if CLIENT terminates this Agreement or notifies STAFFING SERVICES of its intent to terminate this Agreement, and CLIENT desires to have all or some of the ASSIGNED EMPLOYEES continue to work at CLIENT’s facilities, CLIENT shall pay STAFFING SERVICES the Conversion Fee set forth in Paragraph ___.

clarkhill.com

CLARK HILL
“Sometimes I wear this in court. It’s my frivolous law suit.”
INDEMNIFICATIONS

a. To the extent permitted by law, and except for claims, losses, and liabilities expressly disclaimed by STAFFING SERVICES in this Agreement, STAFFING SERVICES agrees to defend, indemnify, and hold CLIENT harmless from any and all claims or losses that CLIENT actually incurs (including reasonable attorney's fees) proximately caused by the fault, negligence, gross negligence, or recklessness of STAFFING SERVICES, or STAFFING SERVICES's officers, employees, or authorized agents, or which arise from STAFFING SERVICES's breach of this Agreement.

b. To the extent permitted by law, CLIENT agrees to defend, indemnify, and hold STAFFING SERVICES harmless from any and all claims, losses, and liabilities that STAFFING SERVICES incurs (including reasonable attorney's fees) that are proximately caused by the fault, negligence, gross negligence, recklessness or violation of any federal, state or local law, regulation or ordinance involving the ASSIGNED EMPLOYEES as a result of CLIENT's actions or omission, or CLIENT's officers, employees, or authorized agents, that arise from CLIENT's breach of this Agreement, that arise from risks inherent in CLIENT's business, or that are expressly disclaimed by STAFFING SERVICES in this Agreement.
DISCLAIMER OF LIABILITY

STAFFING SERVICES expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from:

a. CLIENT’s failure to supervise, control or safeguard its premises, processes, or systems; or, without STAFFING SERVICES’s express prior written approval, entrusting ASSIGNED EMPLOYEES with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.

b. CLIENT permitting ASSIGNED EMPLOYEES to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT unless STAFFING SERVICES has given its express prior approval in writing.

c. Claims by ASSIGNED EMPLOYEES for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by CLIENT, whether or not CLIENT’s plans exclude ASSIGNED EMPLOYEES from coverage.
DISCLAIMER OF LIABILITY

d. Promises of increased compensation made by CLIENT to ASSIGNED EMPLOYEES.

e. Claims by any person relating to any CLIENT product or service.

f. CLIENT making substantial changes in the ASSIGNED EMPLOYEES’ job duties or risks without STAFFING SERVICES’s prior written approval.

g. Claims by any person based on allegations that CLIENT’s business activities damaged the environment.

h. The conduct of CLIENT’s officers, employees, and agents.

i. Failure by CLIENT to provide ASSIGNED EMPLOYEES with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.
DISCLAIMER OF LIABILITY

j. Acts or omissions of any ASSIGNED EMPLOYEE in the furtherance of CLIENT's particular business, except to the extent that such claim, loss, or liability is caused by STAFFING SERVICE’s failure to properly perform its screening, selection, assignment, or other contractual duties with respect to the ASSIGNED EMPLOYEES.

k. STAFFING SERVICES does not warrant or guarantee that the ASSIGNED EMPLOYEE will produce any particular result or any solution to CLIENT's particular needs. CLIENT acknowledges and agrees that STAFFING SERVICES is not responsible for any aspects of the ASSIGNED EMPLOYEES’ work on CLIENT's projects, including without limitation, any deadlines or work product. STAFFING SERVICES is not liable for any loss of profits, loss of business or indirect, consequential damages, punitive damages or products liability claims allegedly suffered by the CLIENT.
REMEDIES

Arbitration

a. Any controversy or dispute between the parties, whether arising out of or in connection with this Agreement or otherwise, shall be resolved in an arbitration before the American Arbitration Association (AAA) in accordance with AAA’s then existing Commercial Arbitration Rules at the AAA location closest to STAFFING SERVICES’s office. The administrative cost of the arbitration and the arbitrator’s fee shall be shared equally by the parties.

b. In such arbitration, the arbitrator shall have no authority or power to amend, modify, or in any other way change any of the terms of this Agreement. All decisions of such arbitrator shall be final and binding upon both parties. The prevailing party in such Arbitration as determined by the arbitrator in his or her decision shall be awarded an amount equal to its reasonable attorney’s fees incurred in connection with such arbitration, in addition to what other relief may be awarded.

c. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
CONSENT TO INJUNCTIVE RELIEF

CLIENT acknowledges that STAFFING SERVICES will suffer irreparable damage in the event CLIENT violates or threatens to violate this Agreement, and agrees that in the event of such violation or threatened violation, STAFFING SERVICES shall be entitled, in addition to its other remedies, to injunctive relief to restrain such violation(s) by CLIENT and others acting in concert or participation with CLIENT, without the necessity of an injunction bond, pending the outcome of the arbitration as provided in this Agreement, to recover its reasonable attorney's fees incurred in connection with any such injunction.
STATUTE OF LIMITATIONS

The parties agree not to file any action, suit, claim or charges relating to this Agreement more than 180 calendar days (or in less time if any applicable law so requires) after the event, practice or action complained of, and agree to waive any state or federal statutes of limitation to the contrary (except those requiring a shorter period), to the extent permitted by applicable law. The parties understand that the statute of limitations for claims arising out of this Agreement may be longer than 180 calendar days, but agree and understand that any action arising out of this Agreement including those related to breach of contract, discrimination, benefits, termination of employment, or other terms or conditions of employment, is barred if it is not filed within the 180 calendar day period (or in less time if any applicable law so requires). The parties understand and agree that the 180 calendar day period (or applicable shorter period) will not be extended for any reason, including continuing violations and agree to waive the application of the continuing violations doctrine.
LIMITATION OF LIABILITIES

CLIENT hereby waives and releases STAFFING SERVICES, its parent, subsidiaries, affiliates, employees, directors, officers, and agents from any and all possible claims, demands, suits and causes of action for incidental and consequential damages, including but not limited to, lost profits, business interruption or similar claims or damages it may have arising out of or relating to STAFFING SERVICES’s performance or alleged breach of this Agreement.
MISCELLANEOUS

- Survival of Certain Provisions
- Amendments
- Severability
- **Complete Agreement / Execution:** This Agreement, the exhibits attached hereto, and the provisions on the STAFFING SERVICES Timesheet, contain the entire understanding between the parties, and supersede all prior agreements and understandings relating to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- Successors and Assigns
- Headings
- Waiver
- Transferability
- Ambiguities
- Choice of Law
- **Force Majeure:** Neither party shall be liable to the other for any loss or other damages caused by an interruption of, or failure to perform under this Agreement, where it is due to causes beyond the reasonable control of STAFFING SERVICES or CLIENT.
MISCELLANEOUS

IN WITNESS WHEREOF, this Agreement has been duly executed by STAFFING SERVICES and CLIENT.

CLIENT

________________________
Name/Title

Date:____________________

________________________
Name/Title

Date:____________________

STAFFING SERVICES, INC.
EXHIBIT A TO MASTER STAFFING AGREEMENT

STAFFING SERVICES, and its affiliated entities, provides recruitment and placement services and refers candidates, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status, or other protected class status pursuant to applicable law. You agree that you will not reject candidates, or otherwise deem candidates unacceptable for any reason prohibited by federal, state, or local laws including, but not limited to, laws pertaining to employment discrimination.
MISCELLANEOUS

While STAFFING SERVICES strives to refer and direct only the most qualified candidates, STAFFING SERVICES does not warrant or guarantee that the candidates referred or directed to you will produce any particular result or any solution to your company’s particular needs. In all cases, you shall determine the competency of the candidate prior to hire. You hereby agree to hold STAFFING SERVICES harmless from any and all liability as the result of an ASSIGNED EMPLOYEE’s inability to complete the work required.
MISCELLANEOUS

Pursuant to the terms and conditions of the Master Staffing Agreement with STAFFING SERVICES, Client agrees to pay STAFFING SERVICES at the following approved rates:

<table>
<thead>
<tr>
<th>Assigned Employees Classifications</th>
<th>Straight Time Billing Rate/ Hour</th>
<th>Overtime Billing Rate/ Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
MISCELLANEOUS

• **Fee Adjustments:** The CLIENT acknowledges that the fees and charges invoiced by the STAFFING SERVICES are subject to increase at any time based on any of the following occurrences: (i) an increase in benefit costs; (ii) an increase in the applicable tax rates or wage limits for any employment related tax; (iii) an increase as a result of regulatory changes or legal interpretation of any law or regulation, or the imposition of any new employment related tax; (iv) a future or retroactive increase in worker’s compensation costs due to a payroll audit, the CLIENT’s losses or any changes to the ASSIGNED EMPLOYEES’ job classifications; (v) an increase that is necessary if the CLIENT failed to give STAFFING SERVICES all accurate information necessary for assessing the cost of, and liability associated with, providing the services described in this Agreement; and, (vi) after the Initial Term, STAFFING SERVICES may adjust the rates and charges set forth Schedule of Fees upon thirty (30) days written notice. CLIENT shall have the right to terminate this Agreement within fourteen (14) days after receipt of the notice of fee adjustment.
MISCELLANEOUS

Please indicate your acceptance of these terms below and return a signed copy to STAFFING SERVICES via scan and email or by facsimile to ________. Electronic or facsimile signature shall be valid as an original.

I AM AUTHORIZED TO ACCEPT THE ABOVE STATED RATES FOR EACH EMPLOYEE PROVIDING SERVICES.

Signature: ________________  Date: ________________

Print Name: ________________  Title: ________________
YOU DON'T CALL THIS A LEGAL DOCUMENT DO YOU?

I CAN UNDERSTAND EVERY WORD OF IT!!
QUESTIONS?

James E. Baiers
(313) 965-3430
jbaiers@clarkhill.com
THANK YOU

Legal Disclaimer: This document is not intended to give legal advice. It is comprised of general information. Employers facing specific issues should seek the assistance of an attorney.