

# Service Order Confirmation



|   |                   |
|---|-------------------|
| <b>Client Company ("Client")</b>            |                   |
| <b>Work Site Address</b>                    |                   |
| <b>City, State Zip</b>                      |                   |
| <b>Billing Address</b>                      |                   |
| <b>City, State Zip</b>                      |                   |
| <b>Attn:</b>                                |                   |
| <b>Persons Authorized to Order Services</b> |                   |
| <b>1. Name, Title</b>                       | <b>Phone:</b>     |
| <b>2. Name, Title</b>                       | <b>Phone:</b>     |
| <b>Contact Phone Numbers</b>                |                   |
| <b>Worksite – Voice:</b>                    | <b>Fax:</b>       |
| <b>Acc'ts. Payable – Voice:</b>             | <b>Fax:</b>       |
| <b>Job Positions</b>                        |                   |
| <b>1. Position Title</b>                    | <b>Bill Rate:</b> |
| Duties:                                     |                   |
| <b>2. Position Title</b>                    | <b>Bill Rate:</b> |
| Duties:                                     |                   |
| <b>3. Position Title</b>                    | <b>Bill Rate:</b> |
| Duties:                                     |                   |

**Employees and Service** – The service to be provided by EmpHire, "Agency" under this agreement is the recruitment and supply of individuals who are Employees of EmpHire Staffing. ("Employees") to work under the supervision and direction of the "CLIENT" in the specific job positions and at the work site(s) described above. Agency has the sole right to determine wages and EmpHire will be responsible for all payroll and payroll related taxes, including Worker's Compensation, for the Employees provided. CLIENT will not pay any Employee directly.

**Responsibilities** – CLIENT is responsible for workplace security, supervision and, the on-site work performance and productivity of the Employees provided, unless specific agreement to the contrary is in writing. CLIENT agrees to use Employees only to perform the duties referenced above and agrees that duties will not be altered or expanded in any way without the prior written consent of Agency. In the event an Employee is injured while performing duties for CLIENT that are different from the specific duties agreed and indicated above, CLIENT will indemnify, defend and hold harmless Agency from any claims, costs and expenses incurred as a result of that injury, including any medical and/or Worker's Compensation claims. CLIENT agrees that Employees will not be entrusted with cash, checks or negotiable instruments without the prior written agreement of Agency and agrees that Agency shall incur no liability as a consequence of any violation of this agreement. Agency does not accept responsibility for any property loss or damage that may be caused by the negligent or deliberate acts or omissions of the Employees provided, or for any claims, losses or damages not reported to Agency in writing within ten (10) days of CLIENT's receipt of notice of such claim, loss or damage.

**Compliance** – CLIENT acknowledges that it is an Equal Opportunity Employer and agrees that it will not, discriminate, harass or retaliate against any Employee because of his/her race, national origin, age, sex, disability, sexual orientation, marital status or other protected state, nor shall Client cause or request Agency to engage in such discrimination or activity. Unless there is a different, specific agreement in writing, CLIENT is solely responsible for compliance to all applicable health and safety laws, including any pertinent OSHA and/or FDA regulations and requirements. CLIENT shall indemnify and hold Agency harmless from any and all claims and damages arising out of CLIENT's violation of any labor or employment law, including without limitation regulations of Title VII, OSHA, the ADA and etc.

**Safety and Equipment** – It is understood that CLIENT controls the workplace and will provide a safe workplace for Employees. CLIENT will communicate to Agency and Employees all hazards in the workplace, provide any training or equipment which may be required or normal and customary in its business, and will take due care to protect Employees from exposure to any hazardous conditions or materials. Any Employee accident or illness that may occur at CLIENT's worksite will be reported to Agency immediately and in no case later than 24 hours from the time of occurrence or CLIENT's awareness of occurrence. CLIENT agrees that Employees will not operate motor vehicles, forklifts, drill presses, punch presses or power saws without first receiving the express approval of Agency management in writing and that Agency will not be responsible for any damage to such vehicles or equipment that may result from unauthorized use by Employees. CLIENT will not permit Employees to work with hazardous chemicals or materials, or to work more than five (5) feet above the ground or on ladders, scaffolds, platforms or rooftops, or in excavations, the floor of which is more than five (5) feet below the ground.

**Timekeeping and Minimum** - CLIENT agrees to sign timesheets or records that show accurate work hours for all Employees provided on an agreed upon form. Except as specifically noted, CLIENT's signature on a timekeeping form indicates that the work hours shown are correct, that all work was performed to CLIENT's satisfaction, and that CLIENT has agreed to pay for all time reported. A four (4) hour minimum charge per Employee per day will apply at all times. If CLIENT retains any Employee for more than eight (8) hours and fails to advise Agency of any complaints regarding that Employee, CLIENT will pay for all time that Employee works. A two (2) hour charge per Employee will be billable if a service order is cancelled on less than two (2) hours notice.

**Rates and Invoices** - Bill rates are fixed for six (6) months or the duration of the project, whichever is less, and will not be changed by Agency without thirty (30) days written notice to CLIENT. Rates apply only to the specific positions, duties and work site shown above. They are based on CLIENT representations of ordering frequency and volumes, and are dependent on payment by standard terms (below). Agency will invoice CLIENT weekly. Invoices represent wage costs and are due upon receipt. Interest on past due invoices will be charged at the rate of 1.5% (0.015) per month or the highest rate permitted by applicable law.

**Overtime** - CLIENT agrees to pay an overtime rate of one and a half (1-1/2) times the regular Bill Rates shown above for all work performed by Employees (a) in excess of forty (40) hours per person per week at a CLIENT work site, or (b) on Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas and/or New Years Days.

**Hiring of Employees** - CLIENT acknowledges that Agency has incurred substantial expenses to recruit, screen, process, orient and retain its Employees. CLIENT agrees to pay a liquidation fee for any Employee CLIENT may hire within ninety (90) days of (a) the date the Employee was provided for an interview or (b) the last day on which the Employee performed work at a CLIENT site, unless that Employee has first completed at least five hundred twenty (520) work hours billable to and paid by CLIENT. The liquidation fee per Employee hired will be equal to Two Thousand Five Hundred Dollars (\$2,500.00), less Four Dollars and Fifty Cents (\$4.50) for every billable hour the Employee has worked at a CLIENT site.

**EmpHire** \_\_\_\_\_

**CLIENT:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name & title: \_\_\_\_\_

Print name & title: \_\_\_\_\_