

# ██████████ LLC CLIENT AGREEMENT

██████████ with its principal office located at ██████████ (██████████), and ██████████, with its principal location at ██████████ (██████████) (“CLIENT”) agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”).

## ██████████'s Duties and Responsibilities

1. ██████████ will
  - a. recruit, screen, interview, skill test, and assign its Members (“Assigned Members”) to perform the type of work described by CLIENT;
  - b. pay Assigned Members and provide them with the benefits that ██████████ offers to them; and
  - c. require Assigned Members to sign ██████████'s policies and procedures and application forms which include but are not limited to topics such as attendance, drug-free workplace, and confidentiality before they begin their assignments.

### 1.1. Right to Control:

In addition to ██████████'s duties and responsibilities set forth in paragraph 1, ██████████ has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Member’s work performance issues; and to enforce ██████████ policies relating to Assigned Member’s conduct at the worksite.

## CLIENT’S Duties and Responsibilities

2. CLIENT will:
  - a. provide Assigned Members with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions they may be exposed to at the work site; and
  - b. not change Assigned Members’ job duties without ██████████'s express prior written approval. This does not include changes in work schedule.

## Payment Terms, Bill Rates, and Fees

3. CLIENT will pay ██████████ for its performance at the rate specified in the work order which will then be distributed to the Assigned Members according to the policies and procedure agreed upon by ██████████

4. [REDACTED] will invoice CLIENT for services provided under this Agreement on a monthly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Members. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Members certifies that the documented hours are correct and authorizes [REDACTED] to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

#### **Confidential Information**

5. Both parties may receive information that is proprietary or confidential. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to [REDACTED] as a result of Assigned Members' access to such information.

#### **Cooperation**

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Members.

#### **Late Payment Penalty**

7. CLIENT agrees to pay net upon receipt of invoice, understanding that [REDACTED] reserves the right to charge interest on any unpaid balances remaining after the due date at the compounded rate of 10% per month or the maximum legal rate, whichever is higher, calculated from the date of receipt.

#### **Term of Agreement**

8. This Agreement may be terminated by either party upon 30 days' written notice to the other party, except that if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours' written notice.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.**

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date