



Staffing Agreement

Office Number and Location:

This Agreement is made and entered into this ___ day of _____, 20___, by and between Express Services, Inc., a Colorado corporation, doing business as Express Employment Professionals, with a local notice address of _____ (hereinafter referred to as "Express", "We" and "Our") and _____ (hereinafter referred to as "Client" and "you").

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate without the consent of Express.
2. Express agrees to comply with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private or personally identifiable information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information. As between you and Express, all such information shall remain the property of Express, and shall not be: (i) used by you other than in connection with receiving services hereunder; (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by you; or (iii) commercially exploited by or on behalf of you. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private, personally identifiable, and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, meal and rest breaks.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state, or local laws that provide benefits to our associates with prior notice to You. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. The prevailing party shall be entitled to reasonable collection fees, attorney fees, and other expenses incurred in conjunction with any lawsuit that is brought to collect all charges on your account(s). Express agrees to pay associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. The employer's liability and the commercial general liability policies shall include the following endorsements: (i) Lewis County, its elected and appointed officials, agents and employees shall be included as additional insureds either by specific endorsement naming these parties or by a blanket additional insured endorsement applicable "when required by written contract or agreement"; and (ii) primary, non-contributory endorsement, in favor of Lewis County, its elected and appointed officials, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. You shall not allow Express's associates to have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, trade secrets, or other valuable property.
8. Client shall not allow Express's associates to operate a motor vehicle, forklift, or any other motorized equipment.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, however, Express agrees not to claim or assert that Lewis County is liable for the tortious conduct of an Express associate. Each party hereto agrees to defend, indemnify, and hold the other party harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by its breach of this Agreement and/or by its negligence or misconduct, and agree on behalf of its insurer(s) to waive all rights of recovery (subrogation) against any party that, pursuant to the terms hereof, it is required to indemnify.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. So long as this Agreement is in effect, both parties agree that they will not disclose or make available any confidential information they receive from the other party to any third party for any purpose whatsoever other than performing under this Agreement or as required by law.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll (a "Conversion"), you may do so by paying a Conversion fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm, other than through a Conversion as referenced above, without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Agent's Name (print): _____ Title: _____

Agent's Signature: _____