

STAFFING AGENCY AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your arrangement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Staffing Agency Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[AGENCY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [AGENCY ADDRESS] (the "**Agency**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "**Client**").

The Agency and the Client are each a "**Party**" and together the "**Parties**."

Recitals. The Agency is in the business of recruiting and supplying temporary and contract personnel. The Client wishes to engage the Agency to supply qualified workers (each, an "**Assigned Employee**") to perform services for the Client, and the Agency is willing to do so on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Engagement and Assignments

1.1 Engagement. The Client engages the Agency to recruit, screen, and assign Assigned Employees to perform the services described in one or more assignment orders (each, an "**Order**") issued under this Agreement.

1.2 Orders. Each Order will describe the role, location, required skills, pay rate, bill rate, and expected duration. An Order becomes effective when accepted by the Agency, and is governed by this Agreement.

1.3 Non-exclusive. This Agreement is non-exclusive. The Client may engage other staffing providers, and the Agency may serve other clients.

1.4 Temporary nature. Assignments are temporary. No Order creates an obligation to retain any Assigned Employee for any minimum period unless expressly stated.

2. Employer Status and Responsibilities

2.1 Agency as employer of record. The Agency is the employer of record for each Assigned Employee. The Agency is responsible for paying wages and, as the employer, for withholding and remitting payroll taxes, providing workers' compensation coverage, and maintaining unemployment insurance as required by law.

2.2 Client direction. The Client directs and supervises the day-to-day work of each Assigned Employee at the Client's worksite and is responsible for the conditions of that worksite.

2.3 Co-employment awareness. The Parties acknowledge that staffing arrangements can create shared or "co-employment" responsibilities under some laws. Each Party will perform the obligations allocated to it and cooperate to comply with applicable employment law.

2.4 Eligibility verification. The Agency will verify each Assigned Employee's identity and authorization to work as required by applicable law before assignment.

3. Worksite Conduct and Safety

3.1 Safe workplace. The Client will provide a safe worksite that complies with applicable health and safety law and will furnish any site-specific training, protective equipment, and orientation required for the role.

3.2 Equipment and access. The Client will provide the equipment, systems access, and materials reasonably needed for the Assigned Employee to perform.

3.3 No hazardous reassignment. The Client will not place an Assigned Employee in duties materially different from those in the Order, or in hazardous duties, without the Agency's prior written consent.

3.4 Reporting incidents. The Client will promptly notify the Agency of any workplace injury, accident, or disciplinary issue involving an Assigned Employee.

4. Fees, Billing, and Payment

4.1 Bill rate. The Client will pay the Agency the bill rate stated in each Order for all hours worked by Assigned Employees, including any overtime computed as required by law.

4.2 Time records. The Client will review and approve the Assigned Employee's time records each pay period. Approved time is the basis for billing.

4.3 Invoicing and payment. The Agency will invoice [WEEKLY / BIWEEKLY]. The Client will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

4.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law. The Agency may suspend assignments on [NUMBER] days' notice for non-payment.

4.5 Taxes. Bill rates are exclusive of sales or service taxes, which the Client will pay where applicable, except taxes on the Agency's net income.

5. Conversion and Direct Hire

5.1 Conversion fee. If the Client hires an Assigned Employee directly, or engages them other than through the Agency, during the assignment or within [NUMBER, e.g. 90] days after it ends, the Client will pay a conversion fee of [PERCENTAGE OF ANNUAL SALARY / \$ AMOUNT].

5.2 Conversion after tenure. No conversion fee is due if the Assigned Employee has completed at least [NUMBER] hours on assignment for the Client, if the Parties so agree.

5.3 Notice of intent. The Client will notify the Agency before extending a direct offer to an Assigned Employee so the Parties can confirm any fee due.

6. Replacement and Performance

6.1 Replacement guarantee. If an Assigned Employee is unsatisfactory and the Client notifies the Agency within [NUMBER] hours of the start of the assignment, the Agency will, as the Client's sole remedy, use reasonable efforts to provide a replacement and will not bill for the unsatisfactory hours within that window.

6.2 Removal. The Client may request removal of an Assigned Employee at any time. The Agency will remove the Assigned Employee promptly; lawful removal does not relieve the Client of charges for hours already worked.

6.3 **No unlawful basis.** Neither Party will request or carry out removal or replacement on a basis prohibited by anti-discrimination law.

7. Confidentiality and Intellectual Property

7.1 **Confidentiality.** Each Party will protect the other's non-public business information disclosed in connection with this Agreement, using at least reasonable care, and will require Assigned Employees to honor reasonable confidentiality obligations.

7.2 **Work product.** Work product created by an Assigned Employee within the scope of an assignment is owned by the Client. The Agency assigns, and will cause Assigned Employees to assign, all rights in such work product to the Client, subject to the Client's full payment.

7.3 **Client data.** The Agency will handle any Client personal data it receives in accordance with applicable privacy law and the Client's reasonable instructions.

8. Indemnification and Liability

8.1 **By Agency.** The Agency will defend and indemnify the Client against third-party claims arising from the Agency's failure to pay wages or payroll taxes for Assigned Employees, or from the Agency's gross negligence or willful misconduct.

8.2 **By Client.** The Client will defend and indemnify the Agency against third-party claims arising from the Client's worksite conditions, direction of the work, or breach of this Agreement.

8.3 **Limitation of liability.** Except for the indemnity obligations and breaches of confidentiality, neither Party is liable for indirect or consequential damages, and each Party's aggregate liability will not exceed the fees paid under the Order giving rise to the claim in the prior [NUMBER] months.

9. Term, Termination, and General Provisions

9.1 **Term.** This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate for convenience on [NUMBER] days' written notice; active Orders continue until completed or separately terminated.

9.2 **Termination for cause.** Either Party may terminate immediately on written notice for a material breach not cured within [NUMBER] days after notice.

9.3 **Insurance.** The Agency maintains workers' compensation and the general liability coverage required by law and customary for its services, with limits of at least [\$ AMOUNT], and will provide a certificate on request.

9.4 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

9.5 **Compliance with employment law.** Each Party will comply with applicable wage, hour, anti-discrimination, safety, and immigration laws, which govern over any conflicting term here.

9.6 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets on notice.

9.7 **Entire agreement; amendment.** This Agreement, with its Orders, is the entire agreement on its subject and may be amended only in writing signed by both Parties.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AGENCY

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.