

This *Client Agreement* ("Agreement") is entered into on the date set forth below by and between Elwood Staffing Services, Inc. ("Elwood Staffing") and \_\_\_\_\_ ("Client").

1. Client shall specify to Elwood Staffing the number of temporary associates (collectively "Associates" and individually "Associate") needed, the skills required of the Associates, and the essential job functions required by Client for each position.
2. Elwood Staffing shall recruit, screen, interview, and assign Associates to perform work specified by Client and under Client's supervision. Elwood Staffing shall timely pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and administer unemployment and workers' compensation claims involving Associates. The Client's servicing requirements are attached hereto as Exhibit A.
3. The bill rate(s) for Associates shall be equal to the Associate hourly pay rate plus the markup percentage(s) identified below:

Description / Category	Mark Up %

Client agrees that the bill rates are subject to change in the event of statutory cost increases, including but not limited to payroll taxes, increases in applicable minimum wage, workers' compensation, unemployment, and by application of mandated government benefits, rules and regulations. Elwood Staffing shall invoice, and Client agrees to pay the cost of, any paid leave or time off mandated by applicable federal, state or local law as those hours are paid to eligible Associates on assignment to Client.

4. If Client retains any Associate for a period of at least 4 hours, Client is responsible for paying all fees due for services performed by the Associate. Client shall immediately notify Elwood Staffing of any Associate complaints, Associate termination requests, Associate terminations or completion of any Associate's assignment. If for any reason Client is unsatisfied with the performance of an Associate and notifies Elwood Staffing within the first 4 hours of the assignment, Client will not be charged for the services rendered by that Associate. The total duration of each assignment shall be determined by Client.
5. Minimum Conversion Hours:        hours

Client acknowledges that Elwood Staffing has invested substantial financial and human capital resources for recruitment, screening, training, administrative and marketing expenses with respect to the establishment and maintenance of a temporary workforce. Client agrees that if Client uses the services of any Associate as Client's employee, as an independent contractor or indirectly through any other person, staffing firm or other third party entity prior to that particular Associate's completion of the Minimum Conversion Hours or within 180 days after the Associate's completion of an assignment for Client, Client must notify Elwood Staffing and either: (a) continue the Associate's assignment from Elwood Staffing until such time as that individual completes the Minimum Conversion Hours through Elwood Staffing; or (b) pay Elwood Staffing a conversion fee in an amount derived from the following conversion formula: (Minimum Conversion Hours) – (number of hours Associate has already worked for Client) \* (1/2 of Associate's hourly wage).

6. Client shall properly, directly and exclusively supervise, control and safeguard its premises, processes and systems. Client shall be solely responsible for any and all determinations of Client to allow Associates to operate any vehicle, mobile equipment, or motorized equipment. Client shall further be solely responsible for any and all determinations of Client to entrust Associates with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables. Client shall provide Associates with a safe work site and provide appropriate information, training and safety equipment as necessary. If Client seeks to add to or change the responsibilities of an assigned Associate, Client agrees to notify Elwood Staffing in writing and in advance.

7. Client agrees to provide operational instruction to Associates in the same manner as Client's employees or as required by applicable law. Client agrees that a qualified Client representative will perform on-site training and on-going supervision for all Associates. Client agrees that no Associates will be working at heights over six feet on an unsecured ladder, over twelve feet on a secured ladder, scaffold or platform, or over twenty feet on a scissor or manlift without the prior written consent of Elwood Staffing. Client agrees that appropriate fall protection systems will be used and provided to Associates for any work at a height over four feet. The parties agree that each shall notify the other in the event it learns of an accident or injury in the workplace involving an Associate. Client agrees that it will allow Elwood Staffing's qualified representative to conduct an onsite investigation for any injury or accident involving an Associate.
8. In the event Associates utilize any powered industrial trucks or other power equipment ("Equipment") while on assignment by Elwood Staffing to Client, whether said Equipment is owned or non-owned by Client, Client shall: (a) Not request or permit over-the-road operation; (b) Not request or permit Associates to transport hazardous material; (c) Insure against any liabilities arising from or related to the operation of Equipment by Associates while on assignment, except for claims of bodily injury, including death, to Associates, which are covered by workers' compensation insurance carried by Elwood Staffing; (d) Be responsible for, defend, indemnify and hold Elwood Staffing harmless from any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs and expenses of every kind and description, including reasonable attorneys' fees and/or litigation expenses, related to or arising from the operation of the Equipment by Associates while on assignment with Client (including the acts or omissions of Associates), including but not limited to, claims for property damage (including damage to Equipment, as well as the contents and/or cargo thereof, of any of Client property or the property of any other person) and the bodily injury or death of any person, except for injuries to or the death of Associates; (e) Maintain and inspect the Equipment and will obtain any required permits or licenses; and (f) Be responsible for all powered industrial truck certification, training, re-certification, or re-training of Associates as dictated by the then-applicable law or regulation.
9. Elwood Staffing shall verify the identity and work authorization of each Associate to work in the United States. Elwood Staffing agrees to retain documentation evidencing identity and work authorization pursuant to and in the manner required by applicable law. Client agrees to notify Elwood Staffing in writing and immediately of any information that Client receives which may suggest that an Associate is not authorized to work in the United States.
10. Elwood Staffing invoices reflect payroll, insurance and taxes already paid to and on behalf of Associates performing services to Client. Client agrees to payment terms of due net 14 days and agrees late charges will accrue on unpaid balances after 14 days from the date of the invoice at the rate of 1.5% per month. Elwood Staffing shall submit invoices to Client on a weekly basis.
11. Client acknowledges that Elwood Staffing is an equal opportunity employer and agrees that Client shall not harass, discriminate against, retaliate, or otherwise take adverse action against any Associate on the basis of age, disability, on-the-job injury, national origin, marital status, pregnancy, race, religion, sex, or upon any other basis protected by federal, state or local law/regulation/ordinance. Client agrees to cooperate with Elwood Staffing in the interactive process related to exploration of reasonable accommodations for Associates when required by applicable law/regulation/ordinance.
12. Invoices will be supported by pertinent time sheets or other agreed system for documenting time worked by Associates. Client's signature or other agreed method of approval of the hours submitted for Associates shall certify that the documented hours are correct and authorizes Elwood Staffing to bill Client for those hours. If a portion of any invoice is disputed, Client shall pay the undisputed portion.
13. Client acknowledges and agrees that to the extent Client requires Elwood Staffing to conduct a post-offer criminal background check on Associates assigned to Client's facility, Elwood Staffing is and will be relying solely upon Client to determine the disqualifying criminal convictions, if any, for Client's positions and inform Elwood Staffing of the same. Client represents and warrants to Elwood Staffing that Client's determinations with respect to disqualifying criminal convictions, if any, are and shall be position-related and based upon Client's legitimate business necessity.
14. Associates shall be presumed to be nonexempt from laws requiring premium pay for overtime, holiday work or weekend work, unless Client specifies to Elwood Staffing otherwise at the time it specifies the type of Associate(s) needed. Client agrees to inform Elwood Staffing in advance and in writing if the work to be performed by any Associate falls under a state or federal wage determination or order requiring the payment of prevailing wages. If Client fails to notify Elwood Staffing of an assignment's prevailing wage status as provided in this Paragraph, Client agrees to pay any charges associated with the conversion of the affected Associate's pay rates to the appropriate prevailing wage rates and associated fringe benefits, including any fines or penalties assessed by any governmental agency.

15. Elwood Staffing represents and warrants to Client that Elwood Staffing carries and shall carry insurance to cover Elwood Staffing's operations with the following type of insurance or other coverage: (a) Workers' Compensation for coverage of Associates in an amount not less than required by applicable law; (b) Employers' Liability; (c) Commercial General Liability; and (d) Umbrella Liability. Elwood Staffing agrees to provide Client with documentation evidencing said insurance upon Client's request for the same.
16. Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not disclose such information to third parties or 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 Elwood Staffing as a result of any Associate access to such information.
17. To the extent permitted by law, Client will defend, indemnify and hold Elwood Staffing and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from: (a) all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by Client's breach of this Agreement; (b) Client's failure to discharge its duties and responsibilities set forth in this Agreement; and (c) the negligence, gross negligence or willful misconduct of Client. Likewise, and to the extent permitted by law, Elwood Staffing will defend, indemnify and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from: (a) all claims, losses and liabilities (including reasonable attorney fees) to the extent caused by Elwood Staffing's breach of this Agreement; (b) Elwood Staffing's failure to discharge its duties and responsibilities set forth in this Agreement; and (c) the negligence, gross negligence or willful misconduct of Elwood Staffing.
18. Elwood Staffing shall comply with all provisions of the Patient Protection and Affordable Care Act (ACA) applicable to Associates, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in the Internal Revenue Code ("Code") §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.  
  
Elwood Staffing shall not be liable for any taxes, penalties, or other liabilities under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by Client to make offers of minimum essential coverage to Client's employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of Client's making an offer of minimum essential coverage to Client's employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.
19. This Agreement may not be assigned by either party without prior written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, transferees, agents and assigns. This Agreement supersedes all prior agreements and understandings, whether written or verbal between the parties with respect to the content contained herein and may not be amended or modified except in writing signed by each of the parties' authorized representatives. This Agreement shall be interpreted according to the laws of the State of Indiana without regard to conflicts of law principles. In the event of a dispute, the parties agree that jurisdiction for any action brought pursuant to or in connection with this Agreement shall lie exclusively in the state or federal courts over Bartholomew County, Indiana. If any provision of this Agreement is deemed to be invalid, all remaining provisions shall continue in full force and effect.

**Client**

**Elwood Staffing Services, Inc.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

## EXHIBIT A: SERVICING REQUIREMENTS

<b>Recruiting Qualified Candidates</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
<b>In-Person Interview of Candidates</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
<b>Basic Skills Assessment</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
<b>Payroll Administration</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
<b>UI Benefit Administration</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
<b>Elwood Staffing Benefits</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
<b>I-9 Completion &amp; E-Verify</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
<b>Electronic Invoicing</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate
<b>Workers' Compensation Coverage</b>	<input checked="" type="checkbox"/> Included in bill rate	<input type="checkbox"/> Client to be invoiced \$ _____ per candidate

**Worksite Location (Physical Address):** \_\_\_\_\_

**Pre-Employment Drug Test:**

☐ 4-panel (instant cup)    ☐ 5-panel (instant cup)

☐ 6-panel (instant cup)    ☐ 8-panel (instant cup)    ☐ 10-panel (instant cup)

☐ Other, specify: \_\_\_\_\_

☐ Client invoiced \$ \_\_\_\_\_ per screen

**Pre-Employment Criminal Background Check:**    ☐ **Yes**    ☐ **No**

**If Yes:** ☐ **National Database Only:** SSN/Address verification; sex offender registry & Department of Corrections

☐ **7-year:** SSN/address verification; sex offender registry, Department of Corrections, County Court Criminal & statewide based on 7-year address history

☐ **10-year:** SSN/address verification; sex offender registry, Department of Corrections, County Court Criminal & statewide based on 10-year address history

☐ Other: \_\_\_\_\_

☐ Client invoiced \$ \_\_\_\_\_ per criminal background check

**PPE:**    ☐ **Yes**    ☐ **No**    *If yes:* ☐ Client invoiced \$ \_\_\_\_\_ per piece    ☐ Supplied by Client

**Uniforms:**    ☐ **Yes**    ☐ **No**    *If yes:* ☐ Client invoiced \$ \_\_\_\_\_ per piece    ☐ Supplied by Client

**Badges:**    ☐ **Yes**    ☐ **No**    *If yes:* ☐ Client invoiced \$ \_\_\_\_\_ per piece    ☐ Supplied by Client

In the event Client requests Elwood Staffing to engage in any additional screening or provide additional services or support not expressly set forth in this Exhibit or in the Agreement, Client agrees that the expense associated with any such additional screening, services or support, if any, shall be invoiced to Client by Elwood Staffing. Additional screening, services and support may include, but are not limited to, additional pre-employment screening or testing beyond screening and/or testing set forth herein, bonuses, vacation pay, gifts, incentives, events or raffles and service pay. Client agrees to bear the expense for any such additional requested screening, services or support and shall submit payment to Elwood Staffing pursuant to the payment terms set forth in the Agreement.