



General Staffing Agreement

DES Employment Group with its principal office located at 1300 Cummins Road, Des Moines, Iowa, and _____ with its principal office located at _____ ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

DES's Duties and Responsibilities

1. DES will
 - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A;
 - b. Pay Assigned Employees' wages and provide them with the benefits that DES offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
 - d. Basic safety orientation provided to Assigned Employees.
 - e. Criminal background search, motor vehicle records and/or drug testing at Client's expense on a request only basis. Cost(s) provided on Exhibit A.

CLIENT's Duties and Responsibilities

2. CLIENT will
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without DES's express prior written approval or as strictly required by the job description provided to DES;
 - c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees' job duties without DES's express prior written approval;
 - e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.
 - f. Comply with conditional employment terms if applicable. These are:

1. **Equipment Operators**-DES performs background checks to validate equipment operators work history. Client Company is responsible for administering a test at client facility. Equipment includes but is not limited to forklifts, cherry pickers and other mobile equipment. Acceptance of Assigned employee eliminates any & all liability arising out of assigned employees' operation of said equipment. DES's responsibility is limited to injury of assigned employee.
2. **Drivers**-DES secures motor vehicle records (MVR) to validate drivers (CDL A, B, C, D & E) driving history. Client Company determines acceptable MVR. In absence of established client guidelines, DES will use the following standards as "unacceptable":
 - a. Any alcohol related offense within the last 3 years
 - b. A combination of 3 or more moving violations including accidents within the last 18 months
 - c. Any capitol crime including but not limited to vehicular manslaughter, leaving the scene of an accident and/or assault with a motor vehicleThe client company is responsible for administering a driving skills test on site. Acceptance of Assigned employee eliminates any & all liability including property damage and bodily injury to any party resulting from assigned employees' operation of the motor vehicle. DES's responsibility is limited to injury of assigned employee.
3. **Ladder/Scaffolding**-Assigned employees are not permitted to work at heights above 6 feet on a detached structure. If duties require elevations in excess of 6 feet, Client Company can direct hire or buy-out assigned employee. Subrogation efforts may be pursued from resultant injuries.
4. **Lifting Practices**- Assigned employees' maximum manual lifting capacity is limited to 50 pounds each. Positions requiring lifting exceeding our policy may be filled on a direct hire or buy-out basis. Should lifting capacity not be followed and injury ensue, our carrier will exercise rights to subrogate.

Payment Terms, Bill Rates, and Fees

3. a.) CLIENT will pay DES for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. DES will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due net due upon receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes DES to bill CLIENT for those hours. The Client has 10 days to dispute any discrepancies of employees on all invoices. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. Once the invoice(s) is verified and paid, the client will be held responsible for any invoicing disputes or claims for all employee hours listed. **Note:** method of payment for services that DES provides may be paid by check (corporate, certified or cashiers), ACH (transfer) or by major company credit card – a credit card payment will be subject to 3% service charge in addition to the final markup.
4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. DES will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as DES is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate).

5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than DES during the first 6 months after any assignment of the Assigned Employee to CLIENT from DES, CLIENT must notify DES and (a) continue the Assigned Employee's assignment from DES for his or her remaining consecutive work hours for CLIENT up to 520 hours completed; or (b) you may choose to hire on a "temp to hire" employee before the hour requirement is complete for an additional fee. Assigned Employee is ineligible for hire upon completion of hours or on a buy-out basis if CLIENT billing is not current. CLIENT must be in good standing and have no past due invoices or buy-out provision is null and void.
6. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay DES the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that DES is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.
7. CLIENT agrees to pay 100% of invoice and to pay interest on any unpaid balances after the due date determined at the compounded rate of 2% per month or the maximum legal rate, whichever is higher, calculated from the date of receipt, with a 5-day grace period. In the event that CLIENT bill remains unpaid and collection activity becomes necessary, CLIENT agrees to pay DES's attorney fees and costs and/or any collection agency fees.

Minimum Hours Per Assignment

8. If CLIENT limits an Assigned Employee's assignment to fewer than 4 hours, DES may deem that assignment to include 4 hours of time worked and may bill CLIENT for those hours if DES pays the Assigned Employee for the hours.

Timecard Policy

9. Client agrees to submit timecards/sheets each Monday by 12:00pm (noon). A client signature is required for verification. Timecards may be either faxed or emailed only. Any suspicious or fraudulent activities must be reported to a DES Staffing Services representative immediately in order for DES to investigate the situation and take action as needed.

Confidential Information

10. Both parties may receive information that is proprietary to 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 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 DES as a result of Assigned Employees' access to such information.

Cooperation

11. 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 Employees.

Insurance

12. DES will cover DES's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage: Workers' compensation benefits or coverage on the Assigned Employees, in amounts no less than required by law:
 - a. Employer's liability insurance with limits of \$1,000,000 coverage per accident
 - b. Commercial general liability insurance, including personal injury, contractual liability, and property damage, with limits of \$1,000,000
 - c. Umbrella liability insurance with limits of \$4,000,000 aggregate coverage
 - d. Commercial automobile liability insurance with limits of \$1,000,000 coverage per accident on vehicles owned, leased, or rented by DES

Indemnification and Limitation of Liability

13. To the extent permitted by law, DES will defend, indemnify, and hold CLIENT and Its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by DES's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of DES or DES's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
14. To the extent permitted by law, CLIENT will defend, indemnify, and hold DES and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
15. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
16. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 10 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
17. The provisions in paragraphs 13 through 16 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

18. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.
19. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
20. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
21. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
22. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
23. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
24. CLIENT will not transfer or assign this Agreement without DES's written consent.

25. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
26. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the non-performing party.

Special Circumstances

27. It is understood and agreed that DES will not be held liable for entrustment of any equipment, credit cards, cell phones, tools, merchandise and/or miscellaneous items of value which CLIENT has loaned and/or entered into reimbursement agreement directly with Assigned employee.

Guarantee

DES guarantees the Assigned Employees that DES recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets DES know within 4 hours, DES will not charge for the first 4 hours of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

If, during the first week of an assignment, the Assigned Employee fails to inform DES and/or CLIENT that they will not be at work at least 1 hour prior to start time or they leave or simply not show up, which will be considered a voluntary quit, DES will reduce Employee's pay to minimum wage and CLIENT'S bill rate will be adjusted accordingly. DES will make reasonable efforts to replace the Assigned Employee immediately.

Term of Agreement

This Agreement will be for a term of one year from the first date on which both parties have executed it. The Agreement may be terminated by either party upon seven 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 eight hours written notice.

Exhibit A Rate Schedule

Job Title or Description	Shift	Location	Hourly Pay Rate

The hourly Markup is 53% (1.53) for (position above).
Example: if (position above) is \$10/hr X 1.53 = \$15.30/hr total bill rate.

Temp-to-hire hours are (if applicable) 520

Reports:

Motor Vehicle Record	\$20.00	☐ Yes	☐ No
Drug Test	\$20.00	☐ Yes	☐ No
Background Check	No charge for state	☐ Yes	☐ No
	\$25.00 for national	☐ Yes	☐ No
DOT Requirements	At DES cost	☐ Yes	☐ No

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

CLIENT

**DES STAFFING SERVICES, INC. DBA
DES EMPLOYMENT GROUP**

Signature

Signature

Printed Name

Carrie Boswell

Title

Assistant Operations Manager

Date

Date