



Client Service Agreement

This agreement is made this _____ [date] by and between Working Fields Vermont, Inc at 1889 Williston Rd., Suite 100, South Burlington, VT 05403 (hereinafter referred to as "Working Fields") and _____ (hereinafter referred to as "Client").

Working Fields agrees to provide, and Client hereby agrees to subscribe for, the services of temporary associates employed by Working Fields (hereinafter referred to as "associates") and other ancillary services provided by Working Fields, including but not limited to personnel placement, upon the following terms and conditions:

A. Working Fields Responsibilities:

1. Working Fields will recruit, screen and hire associates for assignment at Client's place of business in accordance with the job requirements and job descriptions provided by Client.
2. Working Fields will meet with associate at least once every 40 hours worked to review associate's recovery plan regarding the employee's physical and emotional wellbeing.
3. Working Fields will ensure that the Employment Eligibility Verification form (I-9) is completed for each associate assigned at Client's place of business. Working Fields will retain these forms.
4. Working Fields will maintain all personnel files and payroll records for its associates.
5. Working Fields, in conjunction with the Client, will agree upon starting wages. Once wages are established, Client has no authority to alter, change or increase compensation and/or benefits of Working Fields associates without Working Fields' express agreement.
6. Working Fields will pay all wages due and will withhold, pay, and report all taxes and issue associated W-2 forms at the end of each year with respect to each of its associates provided to Client, as required by law.
7. Working Fields will maintain workers' compensation, unemployment, and general liability insurance with respect to the associates provided to Client. Working Fields will administer all unemployment claims with respect to the associates provided to Client.

B. Client's Responsibility:

1. Client will provide Working Fields with a job description specifying job duties and scope of temporary assignment for each associate. Client will not require Working Fields temporary associate to perform any duties beyond those that are called for in such description. Client will promptly notify Working Fields in the event there is any material change in the terms and conditions of an associate's temporary employment job duties with Client.
2. Client will approve associate hours through an online system. Access to the online system will be sent by e-mail to person/s designated by Client. The client deadline for time-card approval is 5pm each Tuesday. If approval is not received by the deadline the hours will be paid based on associate submissions. Adjustments can be made the following pay period to correct any discrepancies. If an associate misses the deadline for hours submission, their pay may be delayed.
3. Client agrees that it is responsible for compliance with all applicable state and federal wage and hour laws, related to Working Fields temporary associates providing services at Client's



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designated location(s), including, but not limited to, ensuring that all required rest and meal periods are taken by Working Fields temporary associates as required, that all record keeping requirements are complied with, that alternative workweek schedules, if applicable, are in compliance with state or federal law, and by not permitting Working Fields temporary associates to work hours in excess of hours reported to Working Fields for payment. To the extent Client violates this paragraph, Client will accept full responsibility for any loss or liability caused or incurred.

4. Client will exercise good judgment and management relating to the day-to-day supervision of Working Fields associates. Client will provide appropriate supervision and training, specifically tailored to the job requirements of Working Fields associates assigned to Client's worksite, including all safety and hazardous materials training.
5. Client will facilitate Working Fields compliance requirements with OSHA regulations. This includes a site visit, completion of a safety checklist, review of OSHA 300 logs for the last three years, the review of the disposition of past OSHA citations and a review of safety training protocols.
6. Client will provide a safe work environment for Working Fields associates including but not limited to maintaining its premises and work areas in compliance with all applicable health and safety laws and regulations.
7. Client will notify Working Fields immediately in the event of a work-related injury to a Working Fields associate. Client will notify Working Fields immediately in the event of a discrimination or sexual harassment complaint involving a Working Fields associate.
8. Client will notify Working Fields promptly if the Client should decide it no longer wishes to need the services of any particular Working Fields associate. Working Fields will be responsible for ending the assignment of the associate.

C. Other Terms and Conditions:

Working Fields and Client agree to the following additional terms and conditions with respect to the provision of associates by Working Fields to Client:

1. Client acknowledges that Working Fields does not furnish insurance to cover damage or physical loss caused by the operation of any vehicle or machinery operated by Working Fields associates for Client's benefit or at the request of the Client. Client agrees to accept full responsibility for any claim arising from a Working Fields associate being asked by Client, or one of its supervisory associates, to operate machinery or equipment, or drive a vehicle, whether owned or rented by either Client or Working Fields associate. Client is prohibited from placing associates as forklift operators without providing training and ensuring certification.
2. Client agrees to assume sole and complete responsibility and hold Working Fields harmless, for any losses or claims that result from a Working Fields associate having been assigned by the Client responsibility for handling or possession of any cash, securities, or other valuables. Similarly, Client agrees to assume complete responsibility and hold Working Fields harmless for any losses or claims that result from a Working Fields associates having been entrusted by Client with any unattended property or premises.



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3. Client acknowledges that Working Fields does not maintain errors and omissions or professional liability insurance on associates that it provides to Client. Client agrees to review and approve all work performed by such associate prior to accepting the work. Client agrees that it will assume sole and complete responsibility, and hold Working Fields harmless, for any and all losses or claims that result from a Working Fields associate having rendered a professional opinion or committed any other alleged error or omission in the performance of his/her duties for Client.
4. Client agrees not to allow Working Fields associates to work offshore, on or above water, in or under the ground, off the ground or outside of the State without Working Fields express written consent.
5. It is understood and agreed that Client has granted Working Fields permission to use Client's name and logo in the Working Fields recruitment advertising and other recruiting efforts and activities.
6. Working Fields provides periodic e-mails with news and information about Working Fields and our community. Client will be added to the distribution and at any time may opt out.
7. Any use of subcontractors, including review, selection, and control, is exclusively the right of Working Fields.
8. Client and Working Fields understand and agree that Working Fields service rate shall be adjusted according to federal and state overtime laws, where applicable. In the event overtime pay, time-and-a-half, double-time, including holiday pay, is due to an Associate because of the number of hours worked in a workweek, Working Fields service rates shall increase accordingly. It is further understood and agreed that Working Fields reserves the right to adjust service rates to compensate for mandatory adjustments to FICA, FUTA, SUI, Workers' Compensation and any federal or state mandated programs or benefits.
9. Services may be adjusted at any time upon the mutual consent of Working Fields and Client, as reflected in writing.

D. Terms and Conditions of Payment

1. Billing Terms

An itemized invoice for temporary services, based on hours entered by Associates and approved by Client, will be delivered weekly by Working Fields to Client. The billing rates are as outlined in Exhibit A. Invoices are due and payable 15 days after the invoicing date. Payments received 10 or more days after the payment due date will be subject to a monthly finance charge of 1%. Invoices that are undisputed by Client for more than ten (10) days after the invoice date will be presumed correct.

2. Past Due Accounts

If any account becomes past due, the entire unpaid balance of the invoice becomes immediately due and payable. Working Fields shall have the right to litigate in Civil Court in the State of Vermont all debt-collection matters. In the event collection action is initiated by Working Fields to collect such debt, or any portion thereof, Client agrees to pay any additional sums, including but not limited to, collection costs and attorney fees.



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E. Conversion to Regular Full Time Status

Client acknowledges that an ongoing contractual relationship exists between Working Fields and its temporary associates who are assigned to work with Client. Client agrees not to interfere or assist others to interfere with this relationship while Working Fields associates are on assignment with Client and for a period of 6 consecutive months past the ending date of assignment. Further, Client agrees that Associates presented to Client cannot be hired directly by Client for a period of six months after Associate has been presented to Client as a prospective Associate for assignment. If Client hires Associate directly the Client will be subject to the conversion charge as calculated in the next paragraph.

Client further acknowledges that Working Fields has incurred expenses associated with maintaining its temporary associates, such as advertising, recruiting, testing and reference checking. Client agrees that if Client wishes to transfer a Working Fields associate to its payroll, Client may do so only after associate has been billed to Client for a minimum of 720 regular time hours (excluding overtime) or by paying a cash settlement to Working Fields to calculated as follows: Client will pay the actual difference between the rate billed and the rate the Working Fields associate is paid for any hours that remain of those 720 hours. For example, if Client is billed \$22.50 per hour and Working Fields pays the temporary associate \$15 per hour, and if the associate has worked 400 hours, Client must pay a transition fee of \$2,400 (\$7.50 x 320 remaining hours).

F. Guarantees

1. If Working Fields is notified during the first four (4) hours of an associate's assignment that Client is not satisfied with the quality of work of the associate, Working Fields will provide a replacement associate and will not charge Client for the hours worked by associate.
2. If Working Fields sends a specified number of associates pursuant to Client's headcount request, and Client turns away some or all the associates without providing associate with work, Working Fields will invoice Client for four (4) hours for each requested associate turned away by Client.

G. Employment of Working Fields Placed Temporary Associates Through Another Agency

Within a six-month period after Associate completes assignment with Client, if the Client employs a Working Fields placed temporary associate through another temporary staffing agency without first providing Working Fields with a 30-day written notice, Client agrees to pay a fee of 10% of associate's annualized wages to Working Fields.

H. Representations and Qualifications

1. This agreement and any attachments constitute the entire Agreement and neither the Agreement nor any amendment shall be valid or enforceable unless in writing and signed by authorized representatives of both parties.
2. All notices or other communications required or permitted to be given under this Agreement shall be directed to Working Fields at its offices at 1889 Williston Rd., Suite 100,



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South Burlington, VT 05403, and to Client at its address as stated above, or any such other place as shall be specified by written notice given by either party.

3. Client acknowledges that Working Fields is an equal employment opportunity employer, and Client agrees that it will not harass, discriminate against or retaliate against any Working Fields associates based on race, religion, national origin, age, sex, disability, marital status or any other category protected by law. Client represents that it has in place policies prohibiting harassment in the workplace (including sexual harassment). Client further agrees not to engage in nor permit any agent of Client, vendor, contractor or other third-party at Client's worksite to engage in any practice that constitutes sexual harassment or other illegal harassment of Working Fields associates.

I. Termination of Services

This agreement may be terminated by either party upon 30 days written notice to the other party or immediately upon the breach of any provision.

J. Agreements to Indemnify

1. Client shall indemnify, defend, and hold harmless Working Fields from any and all losses (including court costs and attorneys' fees), and claims of any kind, which Working Fields may incur, or which may be claimed against Working Fields as a result of Client's material breach of any of its responsibilities under this Agreement; any alleged violation by Client of any federal, state, or local laws, including OSHA, at the worksite of Working Fields associates assigned to Client; and the acts, efforts or omissions of Working Fields associates while performing services for Client.
2. Working Fields shall hold harmless, indemnify, and defend Client and its employees, officers, and directors from losses or expenses incurred in connection with any workers' compensation claim or workers' compensation lawsuit brought by a Working Fields temporary associate arising from a work-related injury sustained while such temporary associate was working on assignment at Client. Client shall give Working Fields prompt notice of any such claim or lawsuit and shall cooperate with Working Fields and its counsel in the defense of such claim or lawsuit. Notwithstanding any provisions to the contrary, in no event will Working Fields be liable to Client for any special, incidental, indirect or consequential damages (including lost profits) arising out of this Agreement whether in an action for or arising out of breach of contract, tort, or any other cause of action.

K. Waiver

Failure by either party at any time to require the performance of the other party or to claim a breach of any provision of this Agreement will not be considered a waiver of any subsequent breach or failure to perform under the terms of this Agreement.

L. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Vermont.



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M. Partial Invalidity

Should any provision of this Agreement be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and shall stand as if the unenforceable provisions did not exist.

IN WITNESS WHEREOF, Working Fields and Client have caused this Agreement to be executed on the date written above and effective on the “date” set forth below:

Accepted: Client

By: _____

Print Name _____

Date: _____

Accepted: Working Fields

By: _____

Print Name _____

Title _____

Date: _____



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Exhibit A

Billing Rate mark-up over gross wages for the following positions

All Positions.....52%

Associate Pay Rate:

(Job Title)

(Pay Rate/Hour)

Case-by-case assignments will be verified for title and payrate via email or other traceable, recorded method of communication between Working Fields and Client.

Pricing will be reviewed in a client/Working Fields annual business review.

IN WITNESS WHEREOF, Working Fields and Client have caused Exhibit A to be executed and effective on the date set forth below. This exhibit supersedes and replaces any previous executed Exhibit A.

Accepted: Client

By: _____

Print Name _____

Title _____

Date: _____

Accepted: Working Fields

By: _____

Print Name _____

Title _____

Date _____