

**SEASIDE TEMPS, LLC  
SERVICES AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between  
SEASIDE TEMPS, LLC and, \_\_\_\_\_ ("Client") as  
follows:

In this Agreement, "Employee" refers to all employees referred by SEASIDE TEMPS, LLC to Client whether Client engages employees to perform duties or not. This includes any employees who may have previously been employed by, interviewed with, or applied for employment with Client.

**1. SEASIDE TEMPS, LLC RESPONSIBILITIES**

- 1.1. SEASIDE TEMPS, LLC will recruit Employee and arrange for interview at Client's discretion.
- 1.2. SEASIDE TEMPS, LLC will carry out Secretarial testing at no charge to Client.
- 1.3. At Client's request, SEASIDE TEMPS, LLC will conduct a background check of Employee. SEASIDE TEMPS, LLC is not responsible for the accuracy or completeness of said report. (See FEE SCHEDULE)
- 1.4. SEASIDE TEMPS, LLC will provide Employee with Workers Compensation Insurance, will pay all federal, state and local withholding taxes and file all required reports pertaining to such insurance and taxes including, but not limited, 941, 940, OR quarterlies, W-2 and I-9 forms.
- 1.5. SEASIDE TEMPS, LLC will issue weekly paychecks. Paychecks can be retrieved by the Employee in the SEASIDE TEMPS, LLC office on Friday, or will be mailed to reach Employee by Friday or Saturday. At Client's request, Employee checks may be given to Client to give to Employee, PROVIDED that check is available to Employee by the same Friday or Saturday.
- 1.6. SEASIDE TEMPS, LLC will provide baseline safety training in the form of a safety video to each Employee at the time of employment based on the original Work Order provided by Client. Baseline safety training will be updated every six months or after receipt of a change in the original Work Order provided by Client. SEASIDE TEMPS, LLC is responsible only for baseline safety training. (See CLIENT RESPONSIBILITIES)
- 1.7. SEASIDE TEMPS, LLC is available to assist with all human resource issues for Client including, but not limited to, termination of Employee, performance reviews, conflict resolution, letters of recommendation and commendation.
- 1.8. SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause drug testing when SEASIDE TEMPS, LLC requires the testing. SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause alcohol testing. SEASIDE TEMPS, LLC is financially responsible for Post Accident drug and alcohol testing.

1.9. If physically possible, SEASIDE TEMPS, LLC will carry out Reasonable Cause alcohol testing on-site when requested by Client. Client agrees to sign as witness to any on-site alcohol testing procedures carried out by SEASIDE TEMPS, LLC. If SEASIDE TEMPS, LLC is unable to carry out on-site testing, SEASIDE TEMPS, LLC will allow for third party testing. (See CLIENT RESPONSIBILITIES and DRUG AND ALCOHOL POLICY)

1.10. Seaside Temps, LLC will determine if a Client is a Temporary Client or a Leasing Client. Based on information given to Seaside Temps, LLC by the Client (Please see Client Handbook for differences between Leasing and Temporary).

## **2. CLIENT RESPONSIBILITIES**

2.1. Client is responsible for signing the SEASIDE TEMPS, LLC timecards. Client's authorized signature on Employee's timecard or verbal verification with SEASIDE TEMPS, LLC constitutes agreement with number of hours worked by Employee and reconfirms Client's adherence to the terms of this Agreement. If Client wishes, they may request a blanket authorization by submitting in writing the details of such authorization.

2.2. Client will consistently report Employee hours to SEASIDE TEMPS, LLC on a weekly basis. If no timecard has been received by SEASIDE TEMPS, LLC for a period of one week, Client and Employee will be notified that (s) he is not covered by Workers Compensation Insurance. It is then the responsibility of the Client and/or the Employee to notify SEASIDE TEMPS, LLC prior to resuming work at the job site. When SEASIDE TEMPS, LLC has been notified that work is resuming, Workers Compensation Insurance coverage will resume.

2.3. Client will not give any SEASIDE TEMPS, LLC Employee direct compensation.

2.4. Client will pay a minimum of 3 hours per Employee per Agreement period as determined by the quote given on the Work Order.

2.5. SEASIDE TEMPS, LLC does not guarantee the workmanship of Employee, however if Client contacts SEASIDE TEMPS, LLC to request a replacement Employee due to the originally dispatched Employee being not suitable for the job, Client will not be charged for the first hour if SEASIDE TEMPS, LLC is contacted within the first two hours of the assignment.

2.6. Client is responsible for notifying SEASIDE TEMPS, LLC immediately if there is a cancelled Work Order. (See FEE SCHEDULE)

2.7. Client will negotiate with SEASIDE TEMPS, LLC, not the Employee, in regard to hiring, or offering any type of employment to Employee.

2.8. Client understands that (s) he is a Co-employer. SEASIDE TEMPS, LLC will submit a handbook to assist Client with their responsibilities as Co-employer. Client further agrees to sign "Confirmation of Receipt of Client Handbook" upon receiving such Client Handbook and returning Receipt to SEASIDE TEMPS, LLC within 10 working days from

date of Receipt. Client agrees to read Client Handbook and understands that such Client Handbook is part and parcel to this Agreement.

- 2.9. Client is responsible for supervising Employee.
- 2.10. Client will not entrust a SEASIDE TEMPS, LLC Employee with unattended premises or any part thereof, or with the care, custody, or control of cash, negotiables, or other valuables without the prior written permission of SEASIDE TEMPS, LLC, and then only when the SEASIDE TEMPS, LLC Employee's specific duties necessitate such activities.
- 2.11. Client will accept full responsibility for bodily injury, property damage, fire, theft, collision or public liability claims arising out of the operation by an Employee of a motor vehicle or any powered industrial truck or machinery.
- 2.12. Client indemnifies SEASIDE TEMPS, LLC in regard to any property damage, which may be caused by Employee.
- 2.13. Client hereby indemnifies SEASIDE TEMPS, LLC and SEASIDE TEMPS, LLC Employee for injuries incurred by Client's direct Employee, agents, and/or third parties in the course of their employment, losses resulting from work performed by SEASIDE TEMPS, LLC Employee in a reasonable, prudent manner and/or as instructed by Client; and losses resulting from willful misconduct, intentional or negligent acts by the Client (except for bodily injury to the Employee covered by SEASIDE TEMPS, LLC Workers' Compensation).
- 2.14. Client will maintain liability insurance. Client will request from his/her insurance agent a certificate of insurance listing SEASIDE TEMPS, LLC as an "additional insured." Additional insured certificate must be issued within four (4) weeks of signing of this Agreement.
- 2.15. Client will provide a safe workplace, which SEASIDE TEMPS, LLC will inspect from time to time without notice to Client, and Client will report specific work site addresses to SEASIDE TEMPS, LLC at all times. Client will provide all necessary safety tools, equipment and training for the Employee and adhere to all OR-OSHA safety practices.
- 2.16. If hazardous materials are present on any job site in an amount in excess of what would be considered to be a standard household amount, Client will train the Employee in the correct usage of such hazardous materials. OR-OSHA has advised SEASIDE TEMPS, LLC that "Hazardous Materials" are any materials that can cause adverse conditions to eyes, mouth, skin or lungs.
- 2.17. Client will notify SEASIDE TEMPS, LLC immediately if Employee is involved in any incident or accident.
- 2.18. Any fee levied against SEASIDE TEMPS, LLC as a result of an OR-OSHA citation will be charged back to the Client, plus \$150.00 breach of contract penalty.
- 2.19. Client will notify SEASIDE TEMPS, LLC of any change in the duties of a SEASIDE TEMPS, LLC Employee from those for which the Employee was originally hired. It is

Client's responsibility to provide safety tools, equipment and training for said new duties. If a worker performs any task that has not been pre-established with SEASIDE TEMPS, LLC, Client will accept full responsibility and liability for worker's actions.

2.20. Client may not arrange for drug or alcohol testing without first contacting SEASIDE TEMPS, LLC. If Client requires Reasonable Cause drug and/or alcohol testing after normal business hours, Client must leave a phone message with SEASIDE TEMPS, LLC with specific details, ensure testing is carried out legally and indemnify SEASIDE TEMPS, LLC against any liability in regard to the testing.

2.21. Client will pay for sick time as outlined by the State of Oregon in the ratio of 1 hour of sick time for every 30 hours that the employee works not to exceed 40 hours in a 12-month period. This only applies while employee is on an active job assignment and is not able to work due to illness, Doctor appointments or family medical issues.

### **3. FEE SCHEDULE**

3.1. Client will pay a one-time Set-up Fee of \$25.00 for jobs requiring Employee 12 hours or more. Client requesting Employee for 3 to 11¾ hours will pay a 10.00 Start-up Fee.

3.2. Client will pay a \$100.00-\$200 refundable Payroll Security Deposit, dependant on anticipated payroll. SEASIDE TEMPS, LLC reserves the right to require an additional refundable Payroll Security Deposit equal to a minimum of 50% of an average week's payroll. Therefore, should there be an increase in hours, SEASIDE TEMPS, LLC reserves the right to increase the Payroll Security Deposit.

3.3. If a Leasing Client, the Client will pay an annual fee of \$220 as required by the State of Oregon to track the Clients individual injury rate. This fee will be billed in December of each year.

3.4. Upon written notice of termination of this Agreement, Payroll Security Deposit will be applied to Client's Final Balance after the remainder of that Final Balance has been received and check has cleared the bank. Final Balance amount includes any outstanding finance charges, Buy-out Fees, Collection Fees or any other charges owed by Client to SEASIDE TEMPS, LLC. SEASIDE TEMPS, LLC reserves the right to hold Payroll Security Deposit until conclusion of Buy-out period, namely 90 days, to cover any potential Buy-out of Employee. Otherwise, Payroll Security Deposit will be refunded within 10 business days of request. (See TERMINATION OF AGREEMENT)

3.5. SEASIDE TEMPS, LLC is entitled to reasonable collection fees, attorney fees and any other expenses incurred in the collection of charges on Client's account. SEASIDE TEMPS, LLC reserves the right to deduct amounts in arrears, such as finance charges, from Payroll Security Deposit.

3.6. Client may request a partial or total refund of Payroll Security Deposit at any time while still an active Client. At its own discretion, SEASIDE TEMPS, LLC reserves the right to determine if any portion of Payroll Security Deposit is to be refunded to Client prior to the termination of this Agreement.

3.7. If Client cancels a Work Order after SEASIDE TEMPS, LLC has incurred costs associated with the recruitment of Employee to fill said Work Order, SEASIDE TEMPS, LLC reserves the right to charge a \$25.00 Cancellation Fee.

- 3.8. If Client cancels a Work Order after Employee is dispatched, SEASIDE TEMPS, LLC will charge Client the 3-hour minimum to cover Cancellation Fee and Employee's Show-up Pay.
- 3.9. Should Client hire an Employee referred by SEASIDE TEMPS, LLC in any capacity within 90 days from the date referred or the last date worked for the client through SEASIDE TEMPS LLC, the Buy-out Fee as detailed below will be charged to Client:

Hours Worked on Assignment	Buy-out Fee
0 – 300	\$500.00
301 – 375	\$400.00
376 – 450	\$300.00
451 or more	\$200.00

- 3.10. Invoices for payroll will be mailed by SEASIDE TEMPS, LLC weekly and are due and payable upon receipt. SEASIDE TEMPS, LLC will charge eighteen per cent (18%) per annum on balances not paid within 7 days of invoice date. SEASIDE TEMPS, LLC reserves the right to assess a Late Payment Penalty of \$50.00 to any invoice balance in arrears of more than 14 days. The Payroll Security Deposit will be forfeited for any balances outstanding after 45 days.
- 3.11. Client may request varied terms, however SEASIDE TEMPS, LLC reserves the right to maintain Client at 7 days payable. Any agreed change in terms must be documented in writing.
- 3.12. Check's not honored by the Client's bank will be re-deposited and a \$30.00 service charge will be assessed by SEASIDE TEMPS, LLC. Checks for which funds are not available within two working days of redeposit will incur and additional \$100.00 fee.
- 3.13. Client's portion of the cost of background checks is \$25.00 per Employee which includes multi state searches.
- 3.14. Pre-employment and For Cause drug testing requested by Client will be billed to Client at \$35 per drug test.

#### **4. DRUG AND ALCOHOL POLICY**

- 4.1. SEASIDE TEMPS, LLC presently enforces Post-accident drug and alcohol testing and For Cause drug and alcohol testing.
- 4.2. SEASIDE TEMPS, LLC reserves the right to begin Pre-employment drug testing and Random drug and alcohol testing.

#### **5. TERMINATION OF AGREEMENT**

- 5.1. This Agreement is automatically null and void at the completion of each Work Order. Client may reinstate this Agreement by reactivating original Work Order(s) or requesting a new Work Order in person, by phone or fax if reinstated within one year of the signing of this Agreement.

- 5.2. Either party can void this Agreement after a two week written notice. Whether Client or SEASIDE TEMPS, LLC terminates this Agreement, all fees and charges apply.
- 5.3. This Agreement sets forth the entire understanding of the parties. This Agreement superseded any and all prior negotiations, discussions, agreements and understanding between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties. Initialed changes on Agreement will be accepted as long as these changes are initialed by both parties and dated.
- 5.4. The undersigned agree to the terms listed herein and willingly enter into this Agreement taking full responsibility for adhering to each aspect of this Agreement and understand that they are personally liable for any debts incurred under this Agreement. Either party hereof shall not construe a waiver of any of the terms and conditions as a general waiver of this Agreement.

**6. FINAL**

- 6.1 SEASIDE TEMPS, LLC reserves the right to review and amend contracts in December of each year.
- 6.2 This Agreement not only outlines the arrangement between SEASIDE TEMPS, LLC and Client, but also provides pertinent information on Client's Responsibility as Co-employer. By signing this Agreement, Client verifies that (s) he understands the Agreement and his/her responsibility as Co-employer.
- 6.3 Included as part and parcel to this Agreement is the Work Order, Security Form, and Client Data Sheet attached as Appendices A, B & C.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CLIENT \_\_\_\_\_

SEASIDE TEMPS, LLC

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

I understand that I am personally liable for any debts incurred under this Agreement.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**SEASIDE TEMPS, LLC**  
**Contractor/Client Data Sheet**

Legal Business Name: \_\_\_\_\_

DBA : \_\_\_\_\_

Type of Business: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ zip \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ zip \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Cell ( ) \_\_\_\_\_ Other ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

I prefer to get my invoices: \_\_\_By mail \_\_\_By Fax \_\_\_By Email

Owner/Responsible Party : \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Type of Ownership: \_\_\_ Individual \_\_\_Partnership \_\_\_Corporation

Federal Tax ID# \_\_\_\_\_ or SS# \_\_\_\_\_

Oregon State Tax ID# \_\_\_\_\_ Years in business: \_\_\_\_\_

Contractor's License # \_\_\_\_\_ Expiration date: \_\_\_\_\_

Are you bonded? \_\_\_\_\_

Liability Insurance Company: \_\_\_\_\_

Name of Agent: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Where did you find out about Seaside Temps, LLC? \_\_\_\_\_

**Acknowledgement**

**TO: Information service bureaus (Credit Bureaus)**

You are hereby authorized, without reservation, to release to **Seaside Temps, LLC**, or it's agents all information regarding my CREDIT records. I understand that this document shall be kept on file and may be used at any time during my Client status to procure a credit report. I hereby agree that a photographic copy or a telephonic facsimile of this document shall be valid for all purposes present or future.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

SSN(if Tax Id# not given): \_\_\_\_\_

\_\_\_\_\_

Printed Name

DOB: \_\_\_\_\_

**Seaside Temps, LLC  
CLIENT SECURITY FORM**

Answers to the following questions are needed for security and liability purposes.

Will any of our employees drive or have access to a vehicle (personal or company car) during work hours?

Yes       No

If yes, which employees? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will any of our employees handle cash, checks, credit cards or other valuables as part of their employment?

Yes       No

If yes, which employees? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What Valuables? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will any of our employees have a set of keys to a work establishment?

Yes       No

If yes, which employees? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Which establishments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have answered "Yes" to any of the above questions, Seaside Temps, LLC recommends you request a background check on the employees indicated. Seaside Temps, LLC can complete background checks where requested. Refer to your Agreement or Client Handbook.



**Seaside Temps  
Temp. Work Order**

<b>Business Name</b>	<b>Contact</b>	<b>Date</b>
<b>Mailing Address</b>		
<b>Job Address</b>		
<b>Directions</b>		
<b>Phone #</b>	<b>Fax #</b>	
<b>How many employees do you need?</b>		
<b>What date will the job start?</b>	<b>End?</b>	
<b>What are the hours of the job?</b>		
<b>Lunch Break: How long?</b>	<b>Paid?</b>	
<b>What exactly will employees be doing?</b>		
<b>Special training/skills/power tools?</b>		
<b>Why do you need this person?</b>		
<b>Will the employees be working over 6 ft. off the ground?</b>		
<i>(If yes, proper safety training and equipment must be provided by client.)</i>		
<b>Will the employees be working in a trench?</b>	<b>If so, how deep?</b>	
<i>(If yes, it is the responsibility of the client to provide safety training and equipment.)</i>		
<b>If demolition, will employee handle asbestos/lead paint?</b>		
<b>Will the employee need their own equipment/tools?</b>		
<b>Dress Code</b>		
<b>Is a driver's license required?</b>	<b>Preferred?</b>	
<b>Employee Pay Rate \$</b>	<b>Client Bill Rate \$</b>	<b>Work Code</b>
<b>Client Signature</b>	<b>Date</b>	
<b>Notes</b>		
<b>Extention Need?</b>	<b>Why?</b>	
<b>Employees Placed</b>		