



“Partnerships In Personnel”
“Your 1st Selection In Personnel Placement”

1st Staffing Group USA, Ltd. Service Agreement

Agreement, dated _____, 20_____, for identification purposes only, is entered into by and between 1st Staffing Group USA, Ltd. hereinafter referred to as “1SG” or “We”, and _____, hereinafter referred to as “You” or “Customer”.

1. **Initial Term** – This Agreement, which supersedes all prior agreements between the parties on this subject, shall take effect upon execution and continue until official notice by an authorized representative from either party. In the event of default by one party, the other party may immediately terminate.
2. **Personnel**
 - (a) As specified by you in writing from time to time, we shall furnish available temporary personnel who shall be qualified to perform the duties customarily required in the job classifications and at the Customer locations listed in the Confirmation Letter, which is incorporated herein by reference. You agree not to place any of 1SG’s employees in a job description which differs from his or her original assignment in a job without prior notice to, and consent of, 1SG.
 - (b) You may direct us to replace any of our personnel assigned to you, in which event we will endeavor to promptly replace that person with another.
 - (c) You will supervise, direct, and control our personnel in the manner and method of performing their work. You agree that we shall not be responsible for failure to perform due to acts of God or government, strikes, civil disturbances, or any other causes beyond our control.
 - (d) We shall have the sole right to hire and discharge our personnel and we agree to pay when due all salaries and wages of our employees, and all payroll taxes and insurance, whether local, state or federal, including contributions or taxes assessed against our employees.
3. **Compensation** – You agree to pay 1SG at the rates and terms set forth in the Exhibit referred to in paragraph 2(a).
4. **Settlement Payment** – You recognize that 1SG has expenses in maintaining a temporary staff (advertising, recruiting, testing, checking of licenses, references and health status, if applicable, etc.) If you transfer a 1SG employee to your payroll or an affiliate’s payroll as an employee, consultant or utilize this persons’ services through another temporary or outsourcing service before they have completed 500 regular hours of service or within ninety calendar days after termination of this p e r s o n ’ s temporary assignment, You (the customer) agree to pay a minimum of \$2500 per employee unless otherwise agreed upon by 1SG.
5. **Overtime** – The overtime rate required by law will be charged and paid for all work performed by 1SG employees over 40 h o u r s per week and additionally as required by law.
6. **Remedies** – Should 1SG retain counsel to collect any moneys due, or to become due, hereunder, the prevailing party in s u c h litigation shall be entitled to reasonable attorney’s fees and cost of collection.
7. **Insurance** – We agree to maintain commercial general liability insurance providing coverage in the following amounts:
Commercial General Liability,
\$1,000,000 per occurrence
\$2,000,000 general aggregate
8. **Workers’ Compensation**
 - Workers’ Compensation Benefits.
 - Employers’ Liability --\$1,000,000.00 each accident or occurrence.We will endeavor to give certificate holders ten (10) days’ prior written notice of cancellation of any coverage.

Corporate
(432) 550-4059

Midland, TX
(432) 550-4059

Odessa, TX
(432) 550-4059

Hobbs, NM
(575) 391-0072

Online At:
1stsgusa.com

San Angelo, TX
(325) 227-8953

Round Rock, TX
(800) 383-5603

Oklahoma City, OK
(405) 634-8367

Ardmore, OK
(580) 226-8367

- 9. **Liability** – We agree to hold you and your employees harmless from and against any and all claims, liability, and expense, arising out of 1SG’s legal responsibility under the law for workers’ compensation benefits, social security, unemployment compensation, and payroll withholdings. We also agree to comply with all federal and state labor laws, regulations and orders, including such as to relate to the payment of minimum wages and overtime and non-discrimination in employment. If you allow any of our employees to drive your vehicles, whether owned or rented, you accept full responsibility for your vehicles, including cargo, and any other claims which may arise from any accident, except for workers’ compensation. You will provide all necessary insurance on your vehicles and equipment which shall be primary in the event of any claim arising when our employee is operating your vehicle or equipment whether owned or rented.
- 10. **Vehicles** – You agree not to authorize 1SG employees to operate any vehicle or other mechanized instrument without 1SG’s prior written consent. You realize that the insurance 1SG furnishes does not cover physical damage to your vehicle whether owned or rented while being operated by 1SG employees, nor for bodily injury or property damages including cargo, fire, theft, or collision claims resulting therefrom. You agree to provide all such insurance at your cost.
- 11. **Safety** – You agree to provide a safe and suitable place for our employees to perform their services. This place shall comply with all applicable statutes and ordinances relating to health and safety, and shall be similar to the places of work provided for your own employees performing similar or related work. You represent that you are in compliance with OSHA hazardous communications standards as well as right – to- know laws. You agree to notify 1SG immediately of the presence of any hazardous materials or chemicals in or near where 1SG employees are working or may be assigned to work. If a 1SG employee is injured during the assignment, you agree to promptly notify the local 1SG Office.
- 12. **Supervision and Control** – As you will supervise, direct, and control 1SG employees, you will assume the responsibility for all design defects and products liability. You will not authorize 1SG employees to approve plans, specifications, designs, and maps or render any opinions without 1SG’s prior written consent. You acknowledge that the insurance 1SG furnishes does not cover design defects and products liability, and you agree to provide all such insurance at your cost.
- 13. **Security of Cash and Other Valuables** – You agree not to leave your premises, or any cash, negotiable instruments, or other valuable items thereon unattended in the presence of any of 1SG’s employees or entrust same to the care, custody and control of any of 1SG’s employees without 1SG’s prior written consent. You further agree not to advance any moneys to 1SG employees without 1SG’s prior written consent.
- 14. **Future Services** – These terms and conditions shall apply to all future orders and extensions of this contract unless otherwise amended in writing and signed by both parties.
- 15. **Assignment** – Except with our prior written consent, you agree not to assign this Agreement, in whole or in part, by operation of law or otherwise.
- 16. **Entire Agreement** – This writing represents the entire agreement between the parties. No oral statement or representation shall change or otherwise affect any provisions.
- 17. **Notice** – All notices under this agreement to be given by either party shall, until notice of a change is received, be addressed as follows:

For Customer:

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

For 1SG:

1st Staffing Group USA, Ltd.
 4526 E. University Blvd. - 2-C
 Odessa, TX 79762

18. Signatures

Customer: _____

By: _____
 (owner, partner, or corporate officer only) Title

Date: _____

1SG: 1st Staffing Group USA, Ltd. _____

By: _____
 Title

Date: _____