



CUSTOMER SERVICE AGREEMENT

- 1. LATIN LABOR (STAFFING FIRM) shall provide to: _____(CLIENT).
At the address location: _____
services of its employees (“Assigned Employees”) as requested by CLIENT. CLIENT shall use the services of STAFFING FIRM as a provider of Assigned Employees for the job titles set forth on. STAFFING FIRM shall manage the provision of services to CLIENT in accordance with the provisions of this Agreement.**
- 2. Responsibilities: STAFFING FIRM Agrees to assume full responsibility paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers’ compensation claims involving Assigned Employees with respect to compensation that STAFFING FIRM has agreed to pay. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by STAFFING FIRM to its direct employees.**
- 3. STAFFING FIRM will invoice CLIENT for services provided in accordance with this Agreement on a Weekly basis. Invoices shall be accompanied by the pertinent timesheets. CLIENT’S signature on STAFFING FIRM’S timesheets certifies that the hours shown are correct and that the work was performed to CLIENT’S satisfaction and authorizes STAFFING FIRM to bill CLIENT for the hours worked by the named Assigned Employee. If a time record is lost, stolen, or destroy, you agree that we can rely on your telephone confirmation that you had signed such lost or destroy time**
- 4. Payments shall be due in 7 days of the receipt of the invoice. Latin Labor will automatically assess 2% finance charge per month on all past due balances. Client agrees to pay any collection costs Incurred to collect the account balances, including reasonable attorney’s fees.**
- 5. CLIENT acknowledges and agrees that in the event an Assigned Employee works more than forty (40) hours in any work week for CLIENT that Assigned Employee is entitled to overtime compensation as provided by law and CLIENT agrees to an increase in the bill rate to reflect such additional compensation plus applicable markup.**
- 6. STAFFING FIRM shall receive a placement fee in the amount of \$ 1400.00 for every Assigned Employee, CLIENT hires directly on to its own payroll or engages as an independent contractor. Employees May become eligible for hire after 480 hrs.**
- 7. CLIENT agrees that it will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of STAFFING FIRM and then only under STAFFING FIRM’S direct supervision and control.**

8. **STAFFING FIRM shall provide workers' compensation insurance coverage for Assigned Employees (except that STAFFING FIRM'S workers' compensation liability may be limited in certain cases. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employees assigned to CLIENT'S facility.**
9. **Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations there under, to the extent those laws apply to Assigned Employees assigned to CLIENT'S facility, except as may be otherwise agreed in writing signed by the parties hereto.**
10. **CLIENT agrees that our employee's are in your care and custody and you will use all due care in protecting our employees from exposure to any hazardous conditions or materials. CLIENT agrees not to allow our employee to operate machinery or vehicles that are not covered by your liability insurance, machinery, which requires a special license, training or skill. Regardless of ownership, in connection with the performance of services for CLIENT.**
11. **CLIENT and STAFFING FIRM affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and STAFFING FIRM agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation.**
12. **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 which may be brought by or involve any of the Assigned Employees.**
13. **This Agreement will be governed by the law in the state of North Carolina. In the event on any dispute concerning any term of this agreement, action may only be brought in Mecklenburg County in the state of North Carolina.**

CLIENT

STAFFING FIRM

Signature

Signature

Printed Name

Printed Name

Title

Date