



Staffing Terms and Agreement

A. Clients Duties and Responsibilities

- 1.1 Properly supervise assigned representatives performing their work and be responsible for providing detailed instructions for business operations.
- 1.2 Provide assigned representatives with a clean and safe work site. Provide appropriate information, training, and safety equipment with respect to any hazardous substances and/or conditions they may be exposed to at the work site.
- 1.3 Not change scope of assigned representative's duties without Company's express approval. Additional rates may apply if the scope of the assignment changes. If Clients needs a representative who can do multiple job duties additional Hybrid rates will apply. We reserve the right to adjust the bill rate, depending on the situation at your location.
- 1.4 Client agrees not to allow representatives to drive any type of Clients vehicles. If Client needs Company's representatives to drive a client vehicle, Client must sign a separate Hold Harmless Agreements. Whereas Client desires to hold harmless Company from any claims and/or litigation arising out of Company's actions in connection with representative(s) driving client's vehicles.
- 1.5 Client agrees to always have a representative on site while Company's representative is on site. Additional rates will apply for catering drop offs or keyless entry.
- 1.6 Client agrees to have a designated on site trashcan/dumpster(s) for representatives to dispose of any trash needed for services provided. TTS does not remove any trash off site premises.
- 1.7 Client agrees not to ask/request representatives to move personal items or any items valued at \$150 or more. Personal items include but are not limited to furniture and decorations. TTS does not move client's personal nonfood and beverage event related items due to TTS not being held accountable for damages that could occur. Client will assume all responsibility for any damages that may occur if representative(s) are asked/requested to move personal items, or any items valued at \$150 or more.
- 1.8 If Company is forced to seek legal recourse to enforce any provision hereof in section A, Company shall be entitled to recover \$1,500 and any attorney fee needed to dissolve the lawsuit.

B. Non-Solicitation of Company's Representatives

- 1.1 During the term of this Agreement and for 12 months following the termination of this agreement, client will not directly or indirectly recruit or solicit the services of any Company's representatives.
- 1.2 Client agrees not to contact any of Company's representatives directly or indirectly regarding staffing needs or availability to work. Client needs and concerns concerning representative's availability should be communicated through Company and Client directly.
- 1.3 If Company is forced to seek legal recourse to enforce any provision hereof in section B, Company shall be entitled to recover \$3,500 per representative client directly or indirectly recruits for services.

C. Payment Terms, Bill Rates and Fees

1.1 Company requires Clients to pay a deposit(s) of estimated services per event. All estimated charges are due within 30days of the scheduled event. Company will offer clients a full refund for events canceled prior to 14 days to the event date.

1.2 Client will pay Company for its performance at the hourly rate quoted plus a 5% service fee. Company's billing rate shall include all payroll, recruitment, General liability, Workers' compensation, and Liquor liability insurance for representatives.

1.3 Client will be billed for a minimum of five hours per day for each company representative assigned to work. This provision shall always apply. If the representative works for less than the minimum hours, they are still paid for the 5 minimum hours.

1.4 Any request for representatives within 48 hours will be billed at \$2 more per representatives per hour.

1.5 Client will pay for any required parking fee(s) for representatives. Parking fees(s) and instruction should be provided prior to the date of services. Company can provide parking receipts if requested.

1.6 Any additional hours worked to complete your event, or any hours not worked after the 5-hour minimum can be invoiced/refunded the Wednesday following your event. Any remaining balance will be due within 48 hours after receiving the final invoice.

1.7 Company will accept payments free of charge: via Cash App, Venmo or Zelle. ACH and credit card payment are accepted with a service charge added to your total invoice.

Cash App- \$tiptopstaffing

Venmo- @tiptopstaffing

Zelle- asmith@tiptopstaffing.com

1.8 Company requires a credit card on file for all invoices totaling \$500+.

1.9 A fee of \$35 will be applied for all returned checks and disputes in charges due to client's payment error.

1.10 Any event 25 miles outside our coverage area (447 Central Ave SW Atlanta GA 30312) will be charged the below drive time rate. Drive time rates are \$12.50 hourly and will be charged to and from each location outside the coverage area.

- 25miles to 35miles 1 Hour
- 35miles to 45miles 1.25 Hours
- 45miles to 50miles 1.50 Hours
- 50miles to 55miles 1.75 Hours
- 55miles to 60miles 2.00 Hours
- 60miles+ will be charged at contractor's hourly rate

D. Rescheduling & Cancellations Fees per Representative

- 1.1 There will be a \$25 rescheduling/cancellations fee deducted for rescheduling/canceling within 14 days of the event date.
- 1.2 There will be a \$75 rescheduling/canceling fee deducted for rescheduling/canceling within 7 days of the event date.
- 1.3 There will be no refund issued for cancellations/rescheduling within 3 days of the event date.
- 1.4 There will be a \$10 administrative fee applied for rescheduling representative's times within 48 hours of the scheduled event date.
- 1.5 Rescheduling dates must be within 6 months of the scheduled event date and are subject to Company availability.

E. Refunds / Credits

- 1.1 Refunds are reimbursed via check. Refunds/credits are reimbursed after the event is complete, per a final invoice. Final invoices are provided no later than the Thursday following the event date.

By signing below, you acknowledge the above terms and agreements.

Signature: _____

Date: _____

Have A Tip Top Day!