



## **Candidate Staffing Agreement**

Elite Dental Staffing, LLC and \_\_\_\_\_ agree to the terms and conditions set forth in this Candidate Staffing Agreement. This agreement applies if you are hired by clients we assign you to (temporary or permanent placement), as a result of efforts of and/or a referral from Elite Dental Staffing, LLC, regardless of whether the hiring is made directly through Elite Dental Staffing, LLC or not. This includes hiring staff for Full Time, Part Time and Independent Contract work for 12 months from your last date of service through Elite Dental Staffing, LLC. If no service is arranged through Elite Dental Staffing, LLC then the 12 months will be from the last date of any referral or efforts made by Elite Dental Staffing, LLC for you as part of this agreement.

### Permissions

I hereby grant Elite Dental Staffing, LLC permission to act as my representative in identifying and placing me in jobs offered by clients Elite Dental Staffing, LLC works with.

### Agreement

I understand that this is not a contract of employment. Furthermore, I understand that any positions to which I am assigned are "at will" and can be terminated for any or no reason by Elite Dental Staffing, LLC, you and/or the clients to which you are assigned.

### Relationship of Parties

I understand that I am an independent contractor with respect to Elite Dental Staffing, LLC and not an employee. Therefore, I understand that I am not entitled to any benefits including health insurance, nor am I eligible for workers compensation through my association with Elite Dental Staffing, LLC.

### Waiver for Temporary Positions

If I am assigned to a temporary position identified by Elite Dental Staffing, LLC, I agree that I am an independent contractor working wholly separately from Elite Dental Staffing, LLC and the clients to which we assign you. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Elite Dental Staffing, LLC or the clients we assign you to, its parents, affiliates, subsidiaries, or successors to any of their direct employees, including workers compensation claims, regardless of the length of my assignment and regardless of whether I am held to be a common-law employee of Elite Dental Staffing, LLC or the clients we assign you to for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

### Staffing Requirements

As a condition of my assignment by Elite Dental Staffing, LLC, I hereby agree as follows:

- I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment or which I learn about during such assignment.
- I will not disclose or in any way reveal or disseminate any information pertaining to the clients to which I am assigned or its operating methods and procedures that come to my attention as a result of this assignment.
- I will not break any federal, state or local laws and under no circumstances will I remove physical or digital items, including documents, from the premises of the clients to which I am assigned.
- I understand that I will be responsible for any direct or consequential damages resulting from any violation of this agreement.

Furthermore, I verify the following:

- All statements I have made both in writing and verbally on all documents provided by and during all conversations with Elite Dental Staffing, LLC are true and complete. I understand and agree that my failure to provide truthful information may result in my being subject to appropriate disciplinary action, up to and including, termination of employment.
- I have no criminal convictions which would prevent me from performing the jobs to which I am assigned.

#### Background Check

I hereby authorize Elite Dental Staffing, LLC to investigate my background and qualifications for purposes of evaluating whether I am qualified for positions I would be placed in. I understand that Elite Dental Staffing, LLC will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I indemnify Elite Dental Staffing, LLC from any damages or liability that may result from this investigation. I also understand that I may withhold my permission and that in such a case, no investigation will be done, and I will not be considered for placement by Elite Dental Staffing, LLC.

#### Payment Terms

The client to which you are assigned will pay you directly for temporary services at a rate negotiated with Elite Dental Staffing, LLC and approved by you. No placement for temporary services will be made until you agree to a rate. All rates agreed to will be in effect for all temporary positions with all clients to which you are assigned by Elite Dental Staffing, LLC. Any change to the rate which you agree to must be requested by you, in writing, prior to your placement in any temporary position and will supersede your previous rate for all future work.

At the request of the client you may be paid directly by Elite Dental Staffing, LLC for temporary services. You will be notified of this arrangement, if it is required, prior to your placement. In this case you will still be considered an independent contractor.

Staff placed in permanent positions will be paid per a separately negotiated agreement approved and signed by both you and the client to whom you are assigned by Elite Dental Staffing, LLC.

If the clients to which we assign you use you as their direct employee or as an independent contractor, through any person or firm other than Elite Dental Staffing, LLC during or within 12 months of our referral and/or identification, or your subsequent placement, you must notify Elite Dental Staffing, LLC prior to any such arrangement. You must also refrain from entering into any such arrangement without the written permission of Elite Dental Staffing, LLC.

I represent and warrant that I shall pay all taxes or similar amounts resulting from positions to which I am assigned, including, but not limited to, any federal, State, or local income, sales or excise taxes. Elite Dental Staffing, LLC and/or the clients to which we assign you shall not be liable for any taxes resulting from the positions to which you are assigned.

If Elite Dental Staffing, LLC pays you directly for your services, we will have 30 days from the date of your service to make payment.

#### Confidential Information

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than those required by this agreement or as required by law. No knowledge, possession, or use of the client's confidential information will be imputed to Elite Dental Staffing, LLC as a result of access to such information by staff we provide.

#### Cooperation

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 that may be brought by or that may involve staff we provide.

Elite Dental Staffing, LLC - P.O. Box 1793, Springfield, VA 22151 - P: 703-713-2266 - F: 206-339-1197 - E: [info@elitedentalstaffing.com](mailto:info@elitedentalstaffing.com)

Indemnification and Limitation of Liability

To the fullest extent permitted by law, I will defend (including attorney’s fees), pay on behalf of, indemnify, and hold harmless Elite Dental Staffing, LLC, its elected and appointed officials, employees and volunteers and others working on behalf of Elite Dental Staffing, LLC against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Elite Dental Staffing, LLC, its elected and appointed officials, employees, volunteers or others working on behalf of Elite Dental Staffing, LLC, by reason of personal injury, including financial loss, damage to reputation, bodily injury or death and/or property damage, including loss of use thereof, or any other type of loss, which arises out of or is in any way connected or associated with my failure to live up to the conditions of this contract. This includes loss related to my negligence, gross negligence, or willful misconduct.

To the fullest extent permitted by law, I will indemnify, and hold harmless Elite Dental Staffing, LLC, its elected and appointed officials, employees and volunteers and others working on behalf of Elite Dental Staffing, LLC against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Elite Dental Staffing, LLC, its elected and appointed officials, employees, volunteers or others working on behalf of Elite Dental Staffing, LLC, by reason of personal injury, including financial loss, damage to reputation, bodily injury or death and/or property damage, including loss of use thereof, or any other type of loss, which arises out of or is in any way connected or associated with the failure of the clients Elite Dental Staffing, LLC assigns you to, to live up to the conditions of the Client Staffing Agreement they sign with Elite Dental Staffing, LLC. A copy of this agreement will be provided prior to Elite Dental Staffing, LLC assigning you to a business, upon request.

Miscellaneous

- Elite Dental Staffing, LLC is an Equal Opportunity Employer.
- I will comply with the applicable provisions of the Drug-Free Work Place Act of 1988.
- All complaints should be provided in writing to Elite Dental Staffing, LLC.
- This agreement will remain in effect until one or both parties inform the other in writing that they wish to terminate it.
- Provisions of this agreement, which by their terms extend beyond the termination of any relationship between the client and Elite Dental Staffing, LLC will remain effective after termination.
- No provision of this agreement may be amended/waived unless agreed to in writing by both parties.
- This agreement supersedes all prior agreements relating to the subject matter of the agreement.
- The provisions of this agreement will be binding on the parties and their respective representatives, successors, and assigns.
- The failure of a party to enforce the provisions of this agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this agreement.

By signing this agreement the client agrees to all terms and conditions outlined in this agreement.

<b>Elite Dental Staffing, LLC Representative</b>	
Printed Name	
Signature	Date
<b>Candidate</b>	
Printed Name	Phone
Address	Email
Signature	Date