

# Staffing Agency Contract

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This **Staffing Agency Contract** ("**Agreement**") is entered into as of \_\_\_\_\_, by and between the following parties;

**Agency**

**Client**

Client and Agency may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

## 1. Purpose and Relationship

The purpose of this Agreement is to set out the terms under which Agency will recruit, screen, and supply temporary, contract, or permanent personnel to Client, and under which Client will engage such personnel for its business needs. This Agreement is intended to create a binding commercial relationship between the Parties.

Agency acts as an independent contractor and not as an employee, partner, or joint venture of Client.

## 2. Scope of Staffing Services

Agency shall provide staffing services as requested by Client from time to time, which may include recruiting, screening, interviewing, reference checks, and placement of personnel ("**Assigned Personnel**").

Client may request staffing services by written request, work order, or other agreed method specifying the role, required qualifications, work location, schedule, and duration.

Agency is not obligated to fill every request, and Client is not obligated to request a minimum volume of services.

### 3. Employment Status of Assigned Personnel

Assigned Personnel supplied under this Agreement shall be employees or contractors of Agency, unless otherwise expressly agreed in writing.

Agency is responsible for:

- Payment of wages or fees to Assigned Personnel
- Payroll taxes, social security contributions, and statutory employment obligations
- Workers' compensation insurance and employer-required insurance
- Client shall not represent Assigned Personnel as its own employees and shall not provide benefits to Assigned Personnel unless required by law.

### 4. Client Responsibilities

Client shall:

- Provide accurate job descriptions and qualification requirements
- Ensure a safe and lawful work environment for Assigned Personnel
- Supervise Assigned Personnel's day-to-day work and provide task-related instructions
- Comply with all workplace safety, non-discrimination, and labor laws applicable to Client's premises

Client shall promptly notify Agency of any performance issues, misconduct, safety incidents, or workplace injuries involving Assigned Personnel.

### 5. Fees and Payment

Client shall pay Agency the fees set out in each applicable work order or rate schedule agreed by the Parties.

Unless otherwise agreed:

- Invoices shall be issued \_\_\_\_\_
- Payment is due within \_\_\_\_\_ days of invoice date
- Late payments may accrue interest at a reasonable commercial rate

Fees cover staffing services only and do not include Client-provided expenses unless expressly approved in advance.

## **6. Replacement and Removal of Personnel**

Client may request the removal of any Assigned Personnel for reasonable cause, including performance issues or policy violations, by notifying Agency. Agency shall use commercially reasonable efforts to provide a replacement where appropriate, subject to availability and the terms of the applicable work order.

Removal of Assigned Personnel does not relieve Client of payment obligations for services already rendered.

## **7. Permanent Hire and Conversion Fees**

If Client hires Assigned Personnel directly or through a third party during the assignment or within \_\_\_\_\_ months after the end of the assignment, Client shall pay Agency a placement or conversion fee as specified in the applicable rate schedule or work order.

This clause applies regardless of whether the hire occurs on a full-time, part-time, or contract basis.

## **8. Confidentiality**

Each Party shall keep confidential any non-public business, technical, or commercial information received from the other Party in connection with this Agreement.

Confidential information may be used only for purposes of performing under this Agreement and shall not be disclosed to third parties except as required by law or with prior written consent.

## **9. Data Protection**

Each Party shall handle personal data relating to Assigned Personnel in compliance with applicable data protection and privacy laws.

Client shall use personal data only for legitimate staffing and workplace purposes and shall implement reasonable safeguards against unauthorized access or disclosure.

## **10. Intellectual Property**

All work product, inventions, or materials created by Assigned Personnel in the course of performing services for Client shall belong to Client, to the extent permitted by law.

Agency shall take reasonable steps to ensure that Assigned Personnel agree in writing to assignment of such rights where required.

## **11. Insurance**

Agency shall maintain commercially reasonable insurance coverage, including workers' compensation and general liability insurance, during the term of this Agreement.

Upon reasonable request, Agency shall provide proof of such coverage.

## **12. Limitation of Liability**

Neither Party shall be liable to the other for indirect, incidental, or consequential losses arising out of this Agreement.

Nothing in this Agreement limits liability for fraud, willful misconduct, or liability that cannot be excluded by law.

## **13. Indemnification**

Agency shall indemnify Client against third-party claims arising from Agency's failure to meet its employment-related obligations. Client shall indemnify Agency against third-party claims arising from Client's workplace conditions, instructions, or misuse of Assigned Personnel.

## **14. Term and Termination**

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate this Agreement without cause by giving \_\_\_\_\_ days' written notice.

Either Party may terminate immediately for material breach by the other Party that is not cured within a reasonable period after written notice.

Termination does not affect payment obligations accrued prior to termination or clauses intended to survive termination.

## 15. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of \_\_\_\_\_, without regard to conflict of law rules.

Any disputes arising under this Agreement shall be resolved through good-faith negotiations, and if unresolved, through courts of competent jurisdiction.

## 16. Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger or sale of substantially all assets.

## 17. Entire Agreement and Amendments

This Agreement represents the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions or agreements.

Any amendment must be in writing and signed by both Parties.

## 18. Notices

All notices under this Agreement shall be in writing and delivered to the addresses set out above or to any updated address notified in writing.

## 19. Execution

This Agreement may be executed electronically and in counterparts, each of which is considered an original.

**Agency**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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