

STAFFING AGENCY SERVICES AGREEMENT

Location: _____ Contract Number: _____

Parties:

Staffing Agency Name: _____

Agency Address: _____

Contact Person: _____

Phone/Email: _____

Client Information:

Client Name: _____

Client Address: _____

Contact Person: _____

Phone/Email: _____

Scope of Services:

The Staffing Agency agrees to provide temporary and/or permanent personnel to the Client in accordance with the Client's requirements and specifications. The Staffing Agency shall be responsible for recruiting, screening, and assigning qualified personnel as requested by the Client.

Terms of Engagement:

All personnel provided shall be employees or contractors of the Staffing Agency. The Client shall have the right to reject any personnel assigned and request replacement. The Staffing Agency shall comply with all federal, state, and local labor laws and regulations pertaining to employment.

Payment Terms:

The Client agrees to pay the Staffing Agency the agreed upon fees for services rendered within the agreed billing cycle. Payment shall be due within the time frame stated in the invoice. Late payments may incur interest or other charges as allowed by law.

Confidentiality:

Both Parties agree to keep confidential any proprietary or sensitive information disclosed in connection with this Agreement and shall not disclose such information to any third party without prior written consent, except as required by law.

Indemnification:

Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any claims, damages, losses, liabilities, costs, and expenses arising out of the indemnifying Party's negligence or willful misconduct in connection with this Agreement.

Termination:

This Agreement may be terminated by either Party upon written notice if the other Party breaches any material obligation and fails to cure within a reasonable period. Upon termination, the Client shall pay for all services rendered up to the termination date.

Compliance with Laws:

The Staffing Agency warrants that all services and personnel provided under this Agreement shall be in compliance with all applicable laws, rules, and regulations of the United States.

Independent Contractor:

The Staffing Agency and its personnel are independent contractors and nothing in this Agreement shall be construed to create an employer-employee relationship between the Client and the Staffing Agency or its personnel.

Limitation of Liability:

Neither Party shall be liable to the other for any consequential, incidental, or punitive damages arising from or related to this Agreement, except for damages resulting from gross negligence or willful misconduct.

Dispute Resolution:

Any dispute arising from or related to this Agreement shall be resolved first by good faith negotiation between the Parties. If unresolved, disputes shall be submitted to mediation, and if mediation fails, to binding arbitration under the rules of the American Arbitration Association.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Entire Agreement:

This Agreement, including any attachments or exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, or agreements, whether written or oral. Any amendments must be in writing and signed by both Parties.

Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the Parties' original intent.

Waiver:

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of such right or any other rights.

Notices:

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by email with confirmation of receipt, addressed to the Parties at their addresses set forth above or as otherwise designated in writing.

Force Majeure:

Neither Party shall be liable for any failure or delay in performing its obligations due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

STAFFING AGENCY AUTHORIZED SIGNATURE

CLIENT AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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