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**Disclaimer:**

The attached are intended to serve only as sample templates. CLDA recommends conferring with legal counsel to tailor these templates to your specific organization and the laws of your state. CLDA has partnered with the attorneys at Swift, Currie, McGhee, & Hiers, LLP to arrange for a discounted review of these sample documents.

By providing these documents, neither CLDA nor Swift, Currie, McGhee & Hiers, LLP is offering legal advice. Similarly, no duties are intended or created by this communication.  If you do not have a signed fee contract or engagement letter with Swift, Currie, McGhee & Hiers, LLP, the firm does NOT represent you as your attorney.​

To schedule a consultation and review in order to tailor these documents to your organization, you may reach out to Cristine Huffine, at Cristine.huffine@swiftcurrie.com or Crystal McElrath, at crystal.mcelrath@swiftcurrie.com

**Client Services Agreement**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** with its principal office located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (“BROKER”), and , **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** with its principal office located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“CLIENT”) agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”).

**BROKER**

**1. Duties and Responsibilities**

BROKER will

1. Recruit, screen, interview, hire, and assign Owner Operators (“Drivers”) to transport freight/loads to and from locations designated by CLIENT
2. Pay Drivers’ wages and provide them with the benefits that BROKER offers to them;
3. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers’ compensation benefits; and handle unemployment and workers’ compensation claims involving Drivers;
4. Require Drivers to sign agreements (in the form of Exhibit A – attached) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
5. Require Drivers to sign confidentiality agreements (in the form of Exhibit A – attached) before they begin their assignments to CLIENT.
6. Comply with federal, state and local labor and employment laws applicable to Drivers, including the Department of Transportation Regulations Immigration Reform and Control Act of 1986; the Internal Revenue Code (“Code”); the Employee Retirement Income Security Act (“ERISA”); the Reconciliation Act (“COBRA”); the Health Insurance Portability and Accountability Act (“HIPAA”); the Uniformed Services Employment and Reemployment Rights Act of 1994; and all provisions of the Patient Protection and Affordable Care Act (ACA).

**CLIENT**

**2. Duties and Responsibilities**

CLIENT will

1. Provide clear instruction, to both BROKER and Drivers, regarding time and location of pick-up and delivery of all freight loads
2. Properly supervise, control, and safeguard its premises, processes, or systems.  In the event litigation, or a claim of any kind, is initiated against BROKER by an employee or third-party, as a result of acts in violation of this provision by Client, Client agrees to indemnify and hold harmless BROKER in any litigation, including reimbursement to BROKER for any damages incurred by or paid by BROKER or any of its insurers as a result of said litigation or claim.
3. Provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed via Client’s freight
4. As the party maintaining control over the worksite, CLIENT will insure that equipment and procedures meet all safety standards and in accordance with OSHA 29 CFR 1904.31, CLIENT is responsible for the recording of injuries and illnesses happening in CLIENT facilities on CLIENT’s OSHA 300 Log.
5. Exclude Drivers from CLIENT’s benefit plans, policies, and practices, and not make any offer or promise relating to Drivers’ compensation or benefits.

**Payment Terms, Bill Rates, and Fees**

1. CLIENT will pay BROKER for its performance at the rates set forth in [document] and will also pay any additional costs or fees set forth in this Agreement. BROKER will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due net thirty (30) days from receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked, or loads carried, by the Drivers. CLIENT’s signature or other agreed method of approval of the work time submitted for Drivers certifies that the documented hours are correct and authorizes BROKER to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
2. **Late Payment**: CLIENT agrees to pay on or before the invoice due date based upon the terms established in 3 above. If invoice payment is not received on or before the invoice due date BROKER may charge and Client agrees to pay interest on all overdue balances at an annual interest rate of twelve (12%) of the overdue balance or the maximum legal rate for the State where the services were rendered, whichever is higher. Any applied interest will be calculated monthly and added to the overdue balance.
3. In addition to the bill rates specified in [document], rates for the services provided can be adjusted by either party (BROKER or CLIENT) at any time based on increases in minimum wage, statutory taxes and premiums and insurance costs, upon thirty (30) day’s prior written notice by either party.

**Confidential Information**

1. 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 performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT’s confidential information will be imputed to BROKER as a result of Drivers’ access to such information.

**Cooperation**

1. 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 Drivers.

**Indemnification and Limitation of Liability**

1. To the extent permitted by law, BROKER will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by BROKER’s breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of BROKER or BROKER’s officers, employees, or authorized agents in the discharge of those duties and responsibilities.
2. To the extent permitted by law, CLIENT will defend, indemnify, and hold BROKER and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by CLIENT’s breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT’s officers, employees, or authorized agents in the discharge of those duties and responsibilities.
3. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
4. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within two (2) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
5. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**Miscellaneous**

1. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
2. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
3. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
4. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
5. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
6. 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.
7. Neither party will transfer or assign this Agreement without the other party’s written consent.
8. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
9. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
10. This agreement will be governed by and construed in accordance with the laws of the state of Georgia, without reference to any conflicts of law principles thereof.

**Term of Agreement**

1. This Agreement will be for a term of twelve (12) months from the first date on which both parties have executed it and will auto-renew annually, unless either party terminates within thirty (30) days written notice to the other party. During the Agreement Term may be terminated by either party upon thirty (30) days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon thirty (30) days written notice.

**Authorized representatives of the parties have executed this Agreement below to express the parties’ agreement to its terms.**

**FEIN: FEIN:**

**CLIENT Signature BROKER Signature**

**CLIENT Printed Name BROKER Printed Name**

**Date Date**

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