



# *Creative Resource Network*

## **CUSTOMER SERVICES AGREEMENT**

This Agreement is between \_\_\_\_\_ ("Customer") and Creative Resource Network ("CRN") regarding the provision of temporary staffing and related services by CRN to Customer.

**1. CRN Guarantee.** CRN guarantees that temporary employees it assigns to Customer will satisfactorily perform the services ordered by Customer. If not, CRN will, upon reasonable notice from Customer, cancel charges for unsatisfactory services and furnish a replacement as soon as possible.

**2. Assignment of CRN Temporary Employees.** Customer will place orders with CRN describing the type of work requested, specific duties to be performed, skills required, and any other requirements. CRN will assign temporary employees to perform services that Customer requests under Customer's operational supervision at the location(s) and at the rates in the attached Pricing Exhibit A.

**3. Employment Relationship With CRN Temporary Employees.** As the provider of staffing services, CRN will be the employer of CRN Temporary Employees, and will be responsible for the staffing services listed below. As the recipient of such staffing services, Customer will be responsible for controlling the environment in which temporary employees perform their work, the details of their work, and their work product, and for the business-related responsibilities below.

### **A. CRN' Responsibilities.** CRN will:

1. Recruit, select, and hire CRN Temporary Employees;
2. Assign CRN Temporary Employees according to Customer's requirements;
3. Pay CRN Temporary Employees the wages and provide the benefits that CRN offers to them as its employees (e.g., vacations and holidays);
4. Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
5. Provide workers' compensation benefits and coverage for CRN Temporary Employees;
6. Maintain CRN Temporary Employees' personnel and payroll records related to their employment by CRN;
7. Comply with laws, rules or regulations applicable to providers of staffing services;
8. Require CRN Temporary Employees to agree in writing to protect the confidentiality of Customer's proprietary information;
9. Require CRN Temporary Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;
10. Require CRN Temporary Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
11. Require CRN Temporary Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);
12. Make legally required employment law disclosures to CRN Temporary Employees; and,
13. Provide CRN Temporary Employees of diverse race, gender, ethnicity, and background.

Customer may arrange to review CRN' records as necessary to confirm that CRN is performing these services. Customer agrees to maintain the confidentiality of records it reviews.

### **B. Customer's Responsibilities.** Customer will:

1. Provide temporary employees with a safe and suitable workplace and provide CRN with prompt notice of any injury suffered by a temporary employee;
2. Use temporary employees only in assignments that match the job descriptions for which CRN assigns them;

3. Provide adequate internal controls, supervision, and instructions for temporary employees, and be responsible for their conduct when they are required to handle cash, confidential or credit card information, trade secrets, valuables, or similar property;
4. Be responsible for the use of any vehicle or powered mobile equipment by temporary employees in connection with an order, except for workers' compensation claims of CRN Temporary Employees;
5. Be responsible for the conduct of its own officers, employees, and agents; and
6. Comply with duties imposed on it by law, rule, or regulation.

**4. Insurance Including Workers' Compensation Coverage.** CRN will maintain during the term of this Agreement at least the following types and limits of insurance or other coverage:

- A. Workers' compensation on the CRN Temporary Employees, in amounts no less than required by law;
- B. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by CRN;

CRN will provide Customer with certificates of this insurance coverage upon request.

#### **5. Billing.**

**A. Invoices.** CRN will debit Customer on a (\_\_\_) weekly (\_\_\_) bi-weekly basis for hours worked by temporary employees at agreed-upon hourly bill rates. The rates at which CRN will charge Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If Customer's rates are not set out in Pricing Exhibit A, CRN and Customer will agree on rates at the time of an order, which CRN will record electronically in its systems.

**B. Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.

**C. Adjustments.** CRN will adjust pricing annually and, additionally, to reflect periodic increases in wage and/or related tax, benefit and other costs as the result of an action by a governmental authority, collective bargaining unit or insurance or benefit program (e.g., annual SUTA adjustments). CRN will also adjust pricing for changes in sales, use, or gross receipts taxes.

**D. Overtime.** CRN Temporary Employees are presumed to be "nonexempt" employees ~ they are paid overtime if CRN determines overtime pay is legally required (or when Customer has requested payment of overtime). CRN will charge Customer overtime rates only when Customer has approved or knowingly allowed the overtime. Unless listed in Pricing Exhibit A, overtime rates will be calculated by applying to CRN' bill rate the same overtime multiple as CRN is required to apply to the CRN Temporary Employee's pay rate.

**E. Record Of Time Worked.** Customer agrees to review and approve, by signature or electronic means, a record of time worked by CRN' employees. Customer will also designate a representative to approve the record. If a Customer representative is unavailable, CRN' representative responsible for the Customer assignment (or other CRN representative authorized by Customer), may approve the record on Customer's behalf.

**6. Payment Terms.** Payment for services is due upon Customer's receipt of CRN' debit notice. (Client acknowledges that CRN' processing of the debit may take up to 5 days.)

**7. Conversion and Transition of CRN Temporary Employees.** Customer acknowledges that CRN incurs substantial expenses for recruiting, testing, training, and retaining its employees, and Customer agrees to obtain the services of each CRN Temporary Employee only through an order with CRN. If Customer wishes to obtain the services of a CRN Temporary Employee by hiring them (a "conversion"), or by assignment, arrangement, or contract from another source (a "transition"), Customer will compensate CRN at the conversion rates in Pricing Exhibit A.

**8. Issue Resolution and Indemnification.** CRN and Customer expect to resolve any other issues that arise with respect to performance of this Agreement through business discussion and conciliation. In the unlikely event that resolution efforts are unsuccessful, each party agrees to indemnify the other party (and its officers, directors, and employees) for claims, losses, penalties, and damages (and reasonable legal fees) to the extent they arise from the indemnifying party's violation of law, or material breach of this Agreement, including obligations listed in Section 3.

**9. Indemnification Process.** To obtain indemnification, a party must promptly notify the other party, cooperate in resolving the claim, and (when liability to third parties is involved) yield reasonable control of the claim's resolution to the other party. Neither party is obligated to provide or commit itself to indemnity while the underlying matter is still pending.

**10. LIMITATION OF LIABILITY.** AS COMMERCIAL PARTIES INTENDING TO ESTABLISH A MUTUALLY BENEFICIAL TEMPORARY STAFFING RELATIONSHIP, CRN AND CUSTOMER EACH ACKNOWLEDGES THAT THE FOLLOWING LIMITATIONS FORM AN ESSENTIAL PART OF THEIR AGREEMENT. CRN WILL BE RESPONSIBLE FOR DAMAGES TO THIRD PARTIES FOR WHICH CRN IS OBLIGATED UNDER SECTION 8. FOR OTHER DAMAGES, CRN' ENTIRE LIABILITY TO CUSTOMER WILL NOT EXCEED PROVEN DIRECT DAMAGES EQUAL TO PROFITS MADE BY CRN UNDER THIS AGREEMENT OR \$10,000 PER OCCURRENCE, WHICHEVER IS LESS. NEITHER CRN NOR CUSTOMER WILL BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUES, OR GOODWILL ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM.

**11. Term.** This Agreement will continue in force unless one party gives the other party at least 30 days' written notice of termination. CRN may terminate this Agreement immediately for non-payment. Termination of this Agreement will end the staffing relationship, but this Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination, including but not limited to conversion or transition of temporary employees.

**12. Notices.** Notices or communications required by this Agreement must be in writing and mailed (including electronic transmission) or faxed to the person indicated in the signature block below.

**13. Independent Contractor.** Nothing in this Agreement makes CRN an agent, partner, or joint venturer of Customer.

**14. Governing Law.** The laws of the State of Florida will govern this Agreement, without regard to its conflicts of laws rules.

**15. Force Majeure.** Neither party will be responsible for failure or delay under this Agreement because of force majeure events or other causes beyond its control.

**16. Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

**17. Entire Agreement.** This Agreement (including any attachments) contains all of the terms between Customer and CRN on the subject of temporary staffing services for the jobs and locations specified; it replaces all prior agreements and representations on the subject. Modifications to this Agreement must be in writing, and signed and dated by both parties. Forms that may be used by the parties in their staffing relationship such as purchase orders, time cards, and invoice recitals will not supersede, supplement, modify, or control this Agreement.

**CUSTOMER**

**Creative Resource Network**  
A Division of IDFX Creative Group  
**Address for Notices:**  
713 NW 129 Court  
Miami, FL 33182  
Fax: (305) 551-2912



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Signature

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Printed Name

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Title

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Date Signed

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Signature

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Printed Name

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Title

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Date Signed