



How to become a Seaside Temps Domestic Moving Job Client

This is a good option if you are wanting to move household items and furniture from one location to another and just need some man power.

1. When completing the agreement please be sure to initial by hand the bottom corner of each page where indicated, please print out the document and place your signature on the lines indicated.
2. Please complete the forms completely and accurately.
3. We will provide you a copy with our signature on the contract after we receive it, and a job specific price quote.
4. To get you set up as a client there is a onetime start-up fee of \$10.00, and the fee for your estimated hours, due upon receipt of your client agreement. This is a prepaid service.
5. Please bring all completed documents to our office along with the required payment.
6. Acceptable payment options include cash, check, & ACH.
7. Please contact our office at (503) 738-9084 with any questions you have or if you need additional assistance.

Office Location

Seaside Office
1010 3rd Ave.
Seaside, OR 97138
(503) 738-9084 Phone
Open: Mon-Fri
8:00a.m.-5:00p.m.

Seaside Temps, LLC

TEMPORARY SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between

SEASIDE TEMPS, LLC and _____, ("Client") as follows:

In this Agreement, "Employee" refers to all employees referred by SEASIDE TEMPS, LLC to Client whether Client engages employees to perform duties or not. This includes any employees who may have previously been employed by, interviewed with, or applied for employment with Client.

1. SEASIDE TEMPS, LLC RESPONSIBILITIES

- 1.1. SEASIDE TEMPS, LLC will provide Employee with Workers Compensation Insurance, will pay all federal, state and local withholding taxes and file all required reports pertaining to such insurance and taxes including, but not limited, to W-4, W-2 and I-9 forms.
- 1.2. SEASIDE TEMPS, LLC will issue weekly paychecks. Paychecks can be retrieved by the Employee in the SEASIDE TEMPS, LLC office on Friday, or will be mailed to reach Employee by Friday or Saturday. At Client's request, Employee checks may be given to Client to give to Employee, PROVIDED that check is available to Employee by the same Friday or Saturday.
- 1.3. SEASIDE TEMPS, LLC will provide baseline safety training in the form of a safety video to each Employee at the time of employment based on the original Work Order provided by Client. Baseline safety training will be updated every six months or after receipt of a change in the original Work Order provided by Client. SEASIDE TEMPS, LLC is responsible only for baseline safety training. (See CLIENT RESPONSIBILITIES)
- 1.4. SEASIDE TEMPS, LLC is available to assist with all human resource issues for Client including, but not limited to, termination of Employee, performance reviews, conflict resolution, letters of recommendation and commendation.
- 1.5. SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause drug testing when SEASIDE TEMPS, LLC requires the testing. SEASIDE TEMPS, LLC is financially responsible for Reasonable Cause alcohol testing. SEASIDE TEMPS, LLC is financially responsible for Post Accident drug and alcohol testing.
- 1.6. If physically possible, SEASIDE TEMPS, LLC will carry out Reasonable Cause alcohol testing on-site when requested by Client. Client agrees to sign as witness to any on-site alcohol testing procedures carried out by SEASIDE TEMPS, LLC. If SEASIDE TEMPS, LLC is unable to carry out on-site testing, SEASIDE TEMPS, LLC will allow for third party testing. (See CLIENT RESPONSIBILITIES and DRUG AND ALCOHOL POLICY)

2. CLIENT RESPONSIBILITIES

- 2.1. Client is responsible for signing the SEASIDE TEMPS, LLC timecards. Client's authorized signature on Employee's timecard or verbal verification with SEASIDE TEMPS, LLC constitutes agreement with number of hours worked by Employee and reconfirms Client's adherence to the terms of this Agreement. If Client wishes, they may request a blanket authorization by submitting in writing the details of such authorization.
- 2.2. Client will consistently report Employee hours to SEASIDE TEMPS, LLC on a weekly basis. If no timecard has been received by SEASIDE TEMPS, LLC for a period of one week, Client and Employee will be notified that (s) he is not covered by Workers Compensation Insurance. It is then the responsibility of the Client and/or the Employee to notify SEASIDE TEMPS, LLC prior to

resuming work at the job site. When SEASIDE TEMPS, LLC has been notified that work is resuming, Workers Compensation Insurance coverage will resume.

- 2.3. Client will not give any SEASIDE TEMPS, LLC Employee direct compensation.
- 2.4. Client will pay a minimum of 3 hours per Employee per Agreement period as ascertained by the quote given on the Work Order.
- 2.5. SEASIDE TEMPS, LLC does not guarantee the workmanship of Employee, however if Client contacts SEASIDE TEMPS, LLC to request a replacement Employee due to the originally dispatched Employee being not suitable for the job, Client will not be charged for the first hour if SEASIDE TEMPS, LLC is contacted within the first two hours of the assignment.
- 2.6. Client is responsible for notifying SEASIDE TEMPS, LLC immediately if there is a cancelled Work Order. (See FEE SCHEDULE)
- 2.7. Client will negotiate with SEASIDE TEMPS, LLC, not the Employee, in regards to hiring, or offering any type of employment to Employee.
- 2.8. Client is responsible for supervising Employee.
- 2.9. Client will not entrust a SEASIDE TEMPS, LLC Employee with unattended premises or any part thereof, or with the care, custody, or control of cash, negotiables, or other valuables without the prior written permission of SEASIDE TEMPS, LLC, and then only when the SEASIDE TEMPS, LLC Employee's specific duties necessitate such activities.
- 2.10. Client will accept full responsibility for bodily injury, property damage, fire, theft, collision or public liability claims arising out of the operation by an Employee of a motor vehicle or any powered industrial truck or machinery.
- 2.11. Client indemnifies SEASIDE TEMPS, LLC in regards to any property damage, which may be caused by Employee.
- 2.12. Client hereby indemnifies SEASIDE TEMPS, LLC and SEASIDE TEMPS, LLC Employee for injuries incurred by Client's direct Employee, agents, and/or third parties in the course of their employment, losses resulting from work performed by SEASIDE TEMPS, LLC Employee in a reasonable, prudent manner and/or as instructed by Client; and losses resulting from willful misconduct, intentional or negligent acts by the Client (except for bodily injury to the Employee covered by SEASIDE TEMPS, LLC Workers' Compensation).
- 2.13. Client will provide a safe work place, which SEASIDE TEMPS, LLC will inspect from time to time without notice to Client, and Client will report specific work site addresses to SEASIDE TEMPS, LLC at all times. Client will provide all necessary safety tools, equipment and training for the Employee and adhere to all OR-OSHA safety practices.
- 2.14. If hazardous materials are present on any job site in an amount in excess of what would be considered to be a standard household amount, Client will train the Employee in the correct usage of such hazardous materials. OR-OSHA has advised SEASIDE TEMPS, LLC that "Hazardous Materials" are any materials that can cause adverse conditions to eyes, mouth, skin or lungs.
- 2.15. Client will notify SEASIDE TEMPS, LLC immediately if Employee is involved in any incident or accident.
- 2.16. Client will notify SEASIDE TEMPS, LLC of any change in the duties of a SEASIDE TEMPS, LLC Employee from those for which the Employee was originally hired. It is Client's responsibility to provide safety tools, equipment and training for said new duties. If a worker performs any task that has not been pre-established with SEASIDE TEMPS, LLC, Client will accept full responsibility and liability for worker's actions.

- 2.17. Client may not arrange for drug or alcohol testing without first contacting SEASIDE TEMPS, LLC. If Client requires Reasonable Cause drug and/or alcohol testing after normal business hours, Client must leave a phone message with SEASIDE TEMPS, LLC with specific details, ensure testing is carried out legally and indemnify SEASIDE TEMPS, LLC against any liability in regards to the testing.

3. FEE SCHEDULE

- 3.1. Client will pay a one time Set-up Fee of \$10.00 and will prepay for expected number of hours they will be requiring the Employee(s).
- 3.2. SEASIDE TEMPS, LLC is entitled to reasonable collection fees, attorney fees and any other expenses incurred in the collection of charges on Client's account. SEASIDE TEMPS, LLC reserves the right to deduct amounts in arrears, such as finance charges, from Payroll Security Deposit.
- 3.3. If Client cancels a Work Order after SEASIDE TEMPS, LLC has incurred costs associated with the recruitment of Employee to fill said Work Order, SEASIDE TEMPS, LLC reserves the right to charge a \$25.00 Cancellation Fee.
- 3.4. If Client cancels a Work Order after Employee is dispatched, SEASIDE TEMPS, LLC will charge Client the 3-hour minimum to cover Cancellation Fee and Employee's Show-up Pay.
- 3.5. Should Client hire an Employee referred by SEASIDE TEMPS, LLC in any capacity, the Buy-out Fee as detailed below will be charged to Client:

Hours Worked on Assignment	Buy-out Fee
0 – 300	\$500.00
301 – 375	\$400.00
376 – 450	\$300.00
451 or more	\$200.00

- 3.6. Should Client require the Employee(s) longer than the expected number of hours Client agrees to pay the additional fee by the next business day. SEASIDE TEMPS, LLC will charge eighteen per cent (18%) per annum on balances not paid within 7 days of invoice date. SEASIDE TEMPS, LLC reserves the right to assess a Late Payment Penalty of \$50.00 to any invoice balance in arrears of more than 14 days.
- 3.7. Check's not honored by the Client's bank will be re-deposited and a \$30.00 service charge will be assessed by SEASIDE TEMPS, LLC. Checks for which funds are not available within two working days of redeposit will incur and additional \$100.00 fee.
- 3.8. Pre-employment and Reasonable Cause drug testing requested by Client will be billed to Client at \$35 per drug test.

4. DRUG AND ALCOHOL POLICY

- 4.1. SEASIDE TEMPS, LLC presently enforces Post-accident drug and alcohol testing and Reasonable Cause drug and alcohol testing.
- 4.2. SEASIDE TEMPS, LLC reserves the right to begin Pre-employment drug testing and Random drug and alcohol testing.

5. TERMINATION OF AGREEMENT

- 5.1. This Agreement is automatically null and void at the completion of each Work Order. Client may reinstate this Agreement by reactivating original Work Order(s) or requesting a new Work Order in person, by phone or fax if reinstated within one year of the signing of this Agreement.

- 5.2. This Agreement is for a maximum of one year. Client will have the option of re-engaging the services of SEASIDE TEMPS, LLC in December of each year.
- 5.3. Either party can void this Agreement after a two week written notice. Whether Client or SEASIDE TEMPS, LLC terminates this Agreement, all fees and charges apply.
- 5.4. This Agreement sets forth the entire understanding of the parties. This Agreement superseded any and all prior negotiations, discussions, agreements and understanding between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties. Initialed changes on Agreement will be accepted as long as these changes are initialed by both parties and dated.
- 5.5. The undersigned agree to the terms listed herein and willingly enter into this Agreement taking full responsibility for adhering to each aspect of this Agreement and understand that they are personally liable for any debts incurred under this Agreement. Either party hereof shall not construe a waiver of any of the terms and conditions as a general waiver of this Agreement.

6. FINAL

- 6.1 SEASIDE TEMPS, LLC reserves the right to review and amend contracts in December of each year.
- 6.2 This Agreement not only outlines the arrangement between SEASIDE TEMPS, LLC and Client, but also provides pertinent information on Client's Responsibility as Co-employer. By signing this Agreement, Client verifies that (s) he understands the Agreement and his/her responsibility as Co-employer.
- 6.3 Included as part and parcel to this Agreement is the Work Order, Security Form, and Client Data Sheet attached as Appendices A, B & C.

AGREED to this _____ day of _____, 20__.

CLIENT _____

SEASIDE TEMPS, LLC

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____

Signature

Signature

I understand that I am personally liable for any debts incurred under this Agreement.

Printed Name

Signature

SEASIDE TEMPS, LLC CLIENT DATA SHEET

Owner/Responsible Party: _____

Date of Birth: _____

Social Security Number: _____

Current Address: _____

Current Phone #: _____

New Address: _____

New Phone #: _____

This contract is for a domestic moving job.

I understand the fee is _____ per hour per employee at _____ per hour for the employee and a \$10 nonrefundable set up fee. I understand that if I request to pay the employee more, then my fees will increase as well. I understand that I must pay a three-hour minimum per employee. This is money that needs to be paid in advance for the expected hours of work needed. A refund will be provided, if additional hours are expected but were not required, after the final timecard is in and employee paycheck is issued. Should I go over my expected hours, I agree to pay SEASIDE TEMPS, LLC the additional fee **by the next business day**.

Printed Name

Signature

Date: _____

Start-up Fee \$10

Number of employees needed: _____

Number of hours expected: _____

Deposit paid: \$ _____

Client Initial

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Hold harmless agreement:

The Client agrees to waive all rights to make a claim against SEASIDE TEMPS, LLC and to relieve SEASIDE TEMPS, LLC from all liability and responsibility for any damages, loss or expense which the client incurs as a result of this staffing service employee engaging in employment at her place of business, home or other location and further indemnify and hold harmless SEASIDE TEMPS, LLC from and against all claims, damages, bodily injuries, losses and expenses which might be caused as a result of the staffing service employee engaging in any of these activities. This excludes only workers' compensation coverage for SEASIDE TEMPS, LLC employee.

Client's Printed Name

Client's Printed Business Name

Client's Signature

Date

SEASIDE TEMPS, LLC Staff