



Specializing in the supply of labour for the production and installation of high-rise aluminum window systems, custom vinyl, glass entrances, decorative glass & mirrors, etc.

Your Business Name

Your Address

Contact Name

Customer Company Name

Customer Address

David,

Thank you for the opportunity to work with your company to fulfill your **temporary and permanent** staffing requirements. The following terms and conditions shall apply to all placements we make for your company:

FEES

Upon your request, _____ will provide the services of a _____ employee (the "Assigned Employee") to perform services for _____. For each 'Glass-Experienced' Assigned Employee, the fee charged is **43%** of the individual's pay rate. For each 'Unskilled Labour' Assigned Employee, the fee charged is **40%** of the individual's pay rate.

The fee for our **permanent placement** service is **20%** of the base salary of the chosen candidate, with a minimum fee of \$4000 per hire. This fee is valid for similar roles with a comparable salary range for a period of one year. This fee is charged only if a candidate referred by _____ is selected and begins working for _____ (or any of its affiliates or subsidiaries) within 12 months of our initial referral of such candidate. You will be invoiced upon a candidate's start date. In order to validate the guarantee, the fee must be paid within 30 days of the date the offer was accepted by the employee. Should the fee not be paid within the aforementioned time period, the fee shall remain payable, but the guarantee shall no longer be valid.

GUARANTEE

- i) Should the placed candidate(s) cease to be employed by _____ within the first three months of the first day of employment for reasons other than those outlined in paragraph ii) below, we will provide a credit of 100 percent of the cost of a replacement. Please note that such credit will be available for a maximum of one year following the last day of the candidate's employment.
- ii) Should the candidate cease to be employed for reasons beyond his or her control, (i.e. layoffs, position redundancy, non-payment of salary, bankruptcy or any form of creditor protection etc.) our fees would be considered earned.



CONVERSION

Subject to applicable law, should you wish to convert an Assigned Employee into an employee with your organization at any time during an Assigned Employee's assignment with you, and for a period of one (1) year after their assignment with you ends, a conversion fee will be charged.

Conversion fees shall be calculated using the following formula:

Percentage of 560 hours worked * Permanent placement fee

For example assuming that the Assigned Employee worked 300 hours and the permanent placement fee would be equal to \$8,000 (20% of a base salary of \$ 40,000), the conversion fee would be:

$(1-(300/560)) * \$8,000 = \$3,712$ conversion fee

Notwithstanding the foregoing, should you advise us of your wish to employ the Assigned Employee after such Assigned Employee has provided 560 hours of services to you, no conversion fee shall be payable.

TIMESHEETS

To monitor the number of hours worked by our Assigned Employees, we require that they complete a timesheet. By signing the Assigned Employee's timesheet, you are confirming the number of hours worked by such Assigned Employee. _____ will invoice you at an hourly rate (which will be confirmed at the time of the placement) for every hour the Assigned Employee works at your company, with overtime and/or hours worked on statutory holidays charged to you in accordance with applicable employment standards act. You acknowledge that, should an Assigned Employee work fewer than four (4) hours in a shift, you will be invoiced for four (4) hours for such shift. Invoices are due upon receipt.

PAYROLL AND CONTRIBUTIONS

We agree to assume full responsibility for paying, withholding, and remitting all payroll taxes, making unemployment contributions, and handling unemployment and workers' compensation claims for all Assigned Employees. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by _____ to its own employees.

NECESSARY TRAINING

Standard to our service is the provision of Good Manufacturing Practices (GMP) and WHMIS training to each Assigned Employee. You shall be responsible for providing the Assigned Employee with supervision and direction in the performance of services for you. You shall ensure that each Assigned Employee is made familiar with your policies and procedures, and that, where appropriate, you have provided the Assigned Employee with the necessary training with respect thereto. You shall ensure that no Assigned Employee is entrusted with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, or is permitted to use any on-road vehicle, regardless of ownership, in connection with the performance of services for you, without our express prior written consent.



WORKER'S COMPENSATION COMPLIANCE

You acknowledge that our workers' compensation liability may be limited in certain cases. The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employees, and you agree to cooperate with us with regard to the investigation of any workplace accident or injury involving Assigned Employees, and assist us in mitigating any workers' compensation claims that may result. Because you control the facilities in which Assigned Employees work, you acknowledge that you shall be primarily responsible for compliance with the applicable provincial and federal workplace safety laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to your facility. In the case of a workplace accident, you agree to, as appropriate, immediately provide first aid to the Assigned Employee, and, if necessary, to send the Assigned Employee for medical treatment, with the appropriate workplace safety forms. You further agree to inform _____ immediately.

LIABILITY

We expressly disclaim liability for any claim, loss, or liability of any kind whatsoever, including but not limited to claims for special, indirect, consequential, punitive, or lost profit resulting from acts or omissions of any Assigned Employee, except to the extent that such claim, loss, or liability is caused by our failure to properly perform our screening, selection, assignment, or other obligations hereunder with respect to such Assigned Employee.

TERM OF AGREEMENT

This agreement contains the complete understanding of the parties and replaces any previous written or oral agreement on the same subject matter. This agreement shall be valid for a period of one (1) year from the date hereof.

Please sign below to indicate your agreement with the terms outlined, and return a copy of this letter to my attention. If you have any questions, please call me at _____. Again, thank you for allowing _____ to assist you with your staffing needs. We look forward to working with you in the future.

Sincerely,
Your Name
Your Title

Client Signature _____ **Date** _____

Name _____

Title _____