

## CANDIDATE AGREEMENT

This CANDIDATE AGREEMENT (this “Contract”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between Red Rock Dental Staffing, LLC (“Company”), and \_\_\_\_\_ (“Candidate”).

## RECITALS

WHEREAS, Company is an Arizona limited liability company;

WHEREAS, Candidate is a separate legal entity operating as a sole proprietorship and is in search of temporary and/or permanent employment in the field of dentistry is a separate legal entity operating as a sole proprietorship;

WHEREAS, Company is in the business of providing placement services of individuals to work on a temporary basis at various dental offices (i.e., Clients);

WHEREAS, Company acknowledges receiving a benefit from Candidate by having Candidate available for placement with its (Company’s) Clients; and

WHEREAS, Candidate acknowledges receiving a benefit from Company for its placement services,

WHEREAS, Candidate wishes to obtain the placements services from Company, and Company wishes to provide those placement services to Candidate pursuant to the terms and conditions stated in this Contract;

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Candidate agree as follows.

## CONTRACT

## **1. ENGAGEMENT**

The above recitals are hereby incorporated by reference. From and after the Effective Date until the Cancellation of this Contract, Candidate hereby engages Company to perform placement services as described in Section 2 below (the “Services”), and Candidate hereby accepts the engagement.

## **2. SERVICES**

Company agrees to use its knowledge, expertise, business relationships with its clients to procure temporary placement of candidate at various location

## **3. CANDIDATE ACKNOWLEDGEMENTS**

Candidate hereby agrees to the following:

- Prior to any placement services, Candidate will provide written notice to Company of the specific days Candidate is available for placement.
- Candidate agrees to be available for a minimum of 4 hours for any given date of availability.
- Candidate agrees to promptly return calls from Company regarding placement opportunities.
- Candidate agrees to maintain a professional appearance while working at placement assignments.
- Candidate agrees and acknowledges Company does not, and cannot, guarantee any placement.
- Candidate agrees and acknowledges that Candidate will not receive compensation from Company for any placement nor is Company responsible for procuring payment for Candidate. Rather, Candidate agrees and acknowledges that compensation for placement(s) will come directly from the Client upon completion of an assigned placement.

- Candidate agrees and acknowledges that Candidate will not receive any wages, employment benefits, worker's compensation benefits, or any other benefits from Company. Candidate is not an employee or agent of Company.
- Candidate agrees and acknowledges that Candidates hourly wage for any given temporary placement will be determined by Company at its discretion on a case-by-case basis, based on Company's assessment of Candidates qualifications, experience, market conditions, and the needs of the prospective client(s). The hourly wage for a temporary placement will be set forth in writing by Company to Candidate prior to the temporary placement and will be done in writing, which may include via email and/or text. Candidate agrees that its acceptance of the temporary placement is Candidate's acceptance of the determined hourly wage.
- Candidate agrees and acknowledges that Candidates wages for permanent placement will be negotiated between Candidate and the Client at which you are placed.
- Candidate agrees to allow Company to use Candidate's photograph for identification purposes and understand it may be used on Company's website ([www.redrockdentalstaffing.com](http://www.redrockdentalstaffing.com)) to assist in placement.
- Candidate agrees and acknowledges that during the term of this Agreement, and for a period of 12 months after termination/cancellation of this Agreement, Candidate will not accept any additional temporary or permanent work from any Client without the advance knowledge and written consent of Company. Candidate agrees and acknowledges that it is Candidate's responsibility to notify Company in writing of any offers from any of Company's Clients for additional temporary or permanent work for any Client. If Candidate fails to provide written notice to Company of any offers from Clients for any additional temporary or permanent work, and/or if Candidate fails to procure written consent from Company permitting Candidate to accept any additional temporary or permanent placement work with any Client, then Candidate agrees it must pay a fine/liquidated damages to Company in the following amounts:

Temporary Placement:

\$50 for each day of additional temporary placement work.

Permanent Placement: If the offer accepted is one for a permanent placement, then Candidate agrees to pay Company \$4,000.

#### **4. INDEPENDENT CONTRACTOR RELATIONSHIP**

Candidate is an independent contractor and is not an agent or employee of, and has no authority to bind Company by contract or otherwise. ***This Contract shall not render Candidate an employee, partner, agent of, or joint venturer with Company for any purpose, and Candidate will remain an independent contractor in his or her relationship with Company at all times.*** Candidate will fill the placements at the general direction of Company, the Candidate shall determine, in Candidate's sole discretion, the manner and means by which the placement is accomplished, subject to the requirement that Candidate shall at all times comply with applicable law. Candidate will report as self-employment income all payments received by Candidate from Clients. Candidate shall be responsible for all insurance necessary for the fulfillment of Candidate's placements. Company shall not be responsible for withholding taxes with respect to the Candidate's compensation hereunder. Candidate shall indemnify Company and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on Candidate to pay and withhold taxes, social security, unemployment insurance, disability insurance, or similar items in connection with the payments received by Candidate pursuant to this Contract or any determination that Candidate is an employee and not an independent contractor. Candidate shall not be entitled to receive, nor maintain any claim against Company hereunder or otherwise for, any vacation leave or pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

#### **5. CANCELTION OF CONTRACTUAL RELATIONSHIP**

Company may cancel this Contract at any time and for any reason (or no reason) upon written notice to Candidate. In addition, if Candidate is convicted of any crime or offense, fails or refuses to comply with a reasonable directive of Company, is guilty of serious misconduct in connection with any placement hereunder, or materially breaches any provision of this Contract, Company at any time may cancel this Agreement immediately and without prior written notice to Candidate. Upon cancellation of this Agreement, Candidate must immediately return all paperwork, third party Contracts and any and all materials provided to Candidate by Company. Candidate agrees to pay a \$50 late charge every day after the cancellation date until these items are all returned.

## **6. INDEMNIFICATION**

Candidate shall indemnify Company and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals against Company and relating to any act or omission by Candidate in connection with Candidate's fulfillment of any temporary or permanent placement.

## **7. CHOICE OF LAW**

This Contract shall be construed in accordance with the laws of the State of Arizona without regard to the choice of law provisions thereof. Any claims arising from or in any way related to the performance, breach, or construction of this Contract shall be brought in a Court of competent jurisdiction in the State of Arizona. Company and Contractor agree to consent to personal jurisdiction in any Court in the State of Arizona for any such litigation.

## **8. ATTORNEYS' FEES**

Should any action (at law or in equity, including an action for declaratory or injunctive relief) or proceeding be brought arising out of, relating to, or seeking the interpretation or enforcement of the terms of this Contract or any other document referred to herein, or because of an alleged dispute, breach, default or misrepresentation in connection with the terms of this Contract or any document referred to herein, the prevailing party thereto, as decided by the Court, shall be entitled to reasonable attorneys' fees and costs incurred herein in addition to any other relief or damages which may be awarded.

## **9. HEADINGS**

The subject headings in this Contract are included for convenience only and do not affect the construction or interpretation of any of its provisions.

## **10. ASSIGNMENT**

Contractor may not assign any of his or her rights, nor delegate the performance of any of his or her duties under this Contract, without the prior written consent of Company.

## **11. WAIVER OR MODIFICATION**

No waiver or modification of this Contract or of any covenant, condition, or limitation in this Contract is valid unless in writing.

## **19.**

## **12. INTERPRETATION**

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The provisions contained herein shall not be construed in favor of or against any party because that party or his/her/its counsel drafted this Contract, but shall be construed as if all parties prepared this Contract, and any rules of construction to the contrary are hereby specifically waived. The terms of this Contract were negotiated at arm's length by the parties, and Contractor understands that he/she has the right to have an attorney review and advise on the terms of this Contract.

## **13. INTEGRATION**

This Contract contains the entire Contract between the parties, and supersedes all other Contracts between them. The parties agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution of this Contract except as specifically set forth in this Contract.

## **14. SEVERABILITY**

If one or more provisions of this Contract are held to be unenforceable under applicable law, that provision shall be excluded from this Contract and the balance of the Contract shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF the undersigned have executed this Contract as of the Effective Date.

Red Rock Dental Staffing, L.L.C.

CANDIDATE

\_\_\_\_\_  
Ashley Consentino, Member/Manager

\_\_\_\_\_  
Candidate Signature

Print Name: \_\_\_\_\_

RED ROCK DENTAL STAFFING, LLC  
MESA, ARIZONA  
480-735-4363

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

[WWW.REDROCKDENTALSTAFFING.COM](http://WWW.REDROCKDENTALSTAFFING.COM)