



## **AGREEMENT FOR STAFFING SERVICES**

Silver Tray Staffing Services, LLC (herein referred to as “Vendor” or "STS" or “Silver Tray Staffing”) and the Hiring Party (collectively, the Client) enter into this Terms and Conditions (herein referred to as an "Agreement") for Staffing Service. Client agrees to the terms of this Agreement immediately upon STS confirmation of any order submitted by Client, whether it is submitted orally, written or via the Silver Tray Staff website.

### **NON SOLICITATION OF STAFF AND PLACEMENT SERVICES**

- (a) Client agrees that the Vendors staff is crucial to the continued success of vendors’ business and covenants not to solicit to hire, or offer a job to the STS staff for any type of employment for a minimum of six (6) months after the most recent event at which the staff person worked. Client further agrees that a breach of this section will result in irreparable harm to the Vendors business for which damages are incalculable and for which no adequate remedy exist.
- (b) Notwithstanding anything in subsection (a) above, should Client or any other entity wish to employ or otherwise cause to be hired any member of Vendors staff within the six (6) month period described in subsection (a), Client agrees to pay Vendor a Placement Fee in the amount of \$1,950.00 per staff person unless otherwise agreed in writing.

### **DEPOSITS**

Upon confirmation of your staffing order, we will need to collect the deposit by credit card for the 4 hour minimum on the total number of staff, with balance for all staff time exceeding the 4 hour minimum to be billed to client credit card on file.

### **STANDARD OF CARE**

Vendor warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

### **FORCE MAJEURE**

Notwithstanding anything to the contrary in this Agreement, if the provision of staff by Vendor is delayed for any reason beyond its control, including material or labor shortages, inclement

weather, strikes, government acts, regulations or permit procedures, Acts of God or nature, or Client's interference with services, Vendor shall not be in breach of this Agreement.

## **CANCELLATION**

All Orders can be changed anytime from ordering until 48 hours before event with no penalty. If you need to cancel or reduce the number of staff, we do ask that you cancel the order or alter the number of staff at least 48 hours prior to event staff arrival time.

- Any cancellation of staff between 24 and 48 hours prior to the confirmed call time for staff, a penalty of \$15 per staff person is required. Any cancellation or reducing of staff numbers within 24 hours of event will result in a 2-hour fee, per staff person.
- If you order staff on day of event and we confirm the order, then you decide to cancel the order or reduce the number of staff, a fee equal 2 hours per staff person and a \$25 cancellation fee is required.
- If you have forgotten to cancel, but the staff arrive onsite, only to be sent home, a fee equal to 2 hours per staff person is due in addition to \$25 late cancellation penalty.

STS requires notice of cancellation of staff requests via email or phone conversation.

## **LIABILITY**

Vendor's liability, including but not limited to Client's claims of contributions and indemnification related to third-party claims arising out of services rendered by Vendor, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and/or for any other claim, shall be limited to the lesser of (I) what is determined payable by Vendor's insurance provider or (II) payment received by Vendor from Client for the particular service provided giving rise to the claim.

## **ARBITRATION/DISPUTE RESOLUTION**

In the event of any controversy, claim or dispute arising out of or relating to this Agreement, the consideration exchanged hereby, or the services to be rendered hereunder ("Claims"), the parties agree to first submit the Claims for mediation in Dallas, Texas, under the commercial mediation rules of the American Arbitration Association ("AAA"). Should the matter fail to be resolved by mediation within fifteen (15) days, the Parties shall refer the Claim to a single arbitrator selected by the parties (or, if the parties cannot agree, then an arbitrator appointed by AAA) who shall arbitrate under the AAA commercial arbitration rules in Dallas, Texas. The prevailing party in arbitration shall be entitled to recover its costs of arbitration and reasonable attorneys' fees incurred in either pursuing or defending the Claims.

## **Miscellaneous**

(a) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(b) Vendor will provide to Client proof of injury and general liability insurance upon written request.

(c) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) This Agreement constitutes the only agreement of the Parties as to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between such parties respecting the subject matter of this Agreement, save and except those written agreements entered into contemporaneously herewith or as are referred to herein.

(e) This Agreement may not be modified or amended except by a written instrument signed by the Parties and referring specifically to this Agreement. Any waiver of any terms or provisions of this Agreement shall not be valid or binding unless in writing signed by the Parties to this Agreement.

## **BINDING AGREEMENT**

The parties acknowledge and affirm that this Agreement constitutes the entire Agreement between them, superseding any and all previous agreements, oral or written, with respect to the subject matter hereof, and shall inure to the benefit of them, their officers, directors, agents, assigns and successors. No modification, waiver or amendment of any of the terms of this Agreement shall be valid unless in writing and signed by all parties, which may be executed in multiple counterparts.

The undersigned represent that they are authorized to sign and enter into this agreement on behalf of the named entities.

This Agreement may not be assigned or transferred to another person or entity without written consent of the other party.

The parties agree that this Agreement is performable in Dallas County, Texas, and that the laws of the State of Texas shall govern all aspects of this Agreement.

## **SPECIFIC EVENT DETAILS AND TERMS**

This Agreement is hereby executed by the parties as set forth below:

**SILVER TRAY STAFFING**

**CLIENT**

\_\_\_\_\_  
*Authorized Representative*

\_\_\_\_\_  
*Authorized Representative*

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Client Details**

\_\_\_\_\_  
Company / Client Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone / Email