

# **General Staffing Agency Agreement**

This General Staffing Agency Agreement (the "Agreement") is made as of DATE, by and between:

- STAFFING AGENCY NAME, a corporation with its principal place of business at AGENCY

ADDRESS (the "Agency"), and

- CLIENT NAME, a Client's entity type with its principal place of business at CLIENT ADDRESS (the "Client").

# **ARTICLE 1: DEFINITIONS**

1.1 "Staff" refers to employees recruited and assigned by the Agency under this Agreement.

1.2 "Services" encompass sourcing, screening, and placement of candidates.

1.3 "Effective Date" refers to the date this Agreement becomes legally binding.

# **ARTICLE 2: SCOPE OF SERVICES**

# 2.1 Agency Responsibilities:

- The Agency shall provide <mark>TYPE OF STAFFING SERVICE: Temporary, Permanent, or Contract</mark> employees.

- The Agency shall ensure compliance with all relevant labor laws and tax regulations.

- Background checks and skill assessments will be conducted IF APPLICABLE.

# 2.2 Client Responsibilities:

- The Client shall provide accurate job descriptions, work schedules, and expectations.

- The Client must inform the Agency of any policy updates impacting Staff assignments.

- The Client shall ensure a safe and compliant workplace environment.

# **ARTICLE 3: PAYMENT TERMS**

# 3.1 Service Fees:

- The Client agrees to compensate the Agency PERCENTAGE% of the Staff's gross wages OR a fixed rate of **\$AMOUNT** per hire.

- Payments shall be made

**PAYMENT TERMS:** Within X days of the invoice date, milestone-based or upfront.

# **3.2 Late Payment Policy:**

- Any delayed payments beyond <mark>NUMBER</mark> days will incur a <mark>PERCENTAGE</mark>% late fee per month until resolved.

# 3.3 Conversion Fees:

- If the Client directly hires a candidate placed by the Agency within <mark>NUMBER</mark> months, the Client must pay a conversion fee of PERCENTAGE% of the candidate's annual salary.

# **ARTICLE 4: GUARANTEE & REPLACEMENT POLICY**

# 4.1 Candidate Guarantee:

- If a placed candidate resigns or is terminated within NUMBER days, the Agency will provide a full refund OR free replacement.

- The guarantee does not apply if termination occurs due to company restructuring, role changes, or workplace conflicts.

# **ARTICLE 5: CONFIDENTIALITY & DATA PROTECTION**

**5.1** Both parties agree to maintain confidentiality over candidate and business data for a period of NUMBER years post-contract termination.

# **ARTICLE 6: NON-SOLICITATION AGREEMENT**

**6.1** The Client agrees not to hire or directly engage any Staff introduced by the Agency for a period of NUMBER months following the contract's expiration.

# **ARTICLE 7: LEGAL COMPLIANCE & INDEMNIFICATION**

7.1 The Agency shall not be held liable for workplace disputes after candidate placement.

7.2 The Client must ensure compliance with all local, state, and federal employment laws.

# **ARTICLE 8: DISPUTE RESOLUTION**

**8.1** Any disputes shall be settled via Mediation, Arbitration, or Court Jurisdiction in STATE.

**8.2 PARTY RESPONSIBLE** shall bear legal fees for dispute resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

# Staffing Agency

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

Client
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Name:
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Signature: \_\_\_\_\_