



New Account Information

Client		Telephone No.		Fax No.		Contact	
Address				City		State Zip	
Type of Business		Business Start Date		Years at Address		CEO/Owner/Partner/Proprietor	
Type of Organization		Reason for Associates		No. of Associates		Hours per Week	
<input type="checkbox"/> Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> Ind. Prop. <input type="checkbox"/> LLC <input type="checkbox"/> Other							
Party in Charge of Accts. Payable		PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Terms are: Payments due 10 Days from Date of Invoice			
		#		30			
Person Accepting Our Terms		Title		Social Security Number/Tax ID Number			
Primary Bank Used		Telephone		Account No.		Account Representative	
Type of Account		Date Opened		Avg. Checking Balance		Hi-Balance	
				\$		\$	
Loans Outstanding		Current Loan Balance		Hi-Balance		Avg. Balance	
<input type="checkbox"/> Secured <input type="checkbox"/> Unsecured		\$		\$		\$	
Bank Credit Rating		SIC Code		Comments:			
CREDIT REFERENCES				For Express Services Use Only			
Name of Supplier		Type of Business		Credit Limit		Date Acct. Opened	
				\$		\$	
Address		Contact		Avg. Days to Pay		Terms	
						Rating	
						<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.		Fax No.		Comments:			
Name of Supplier		Type of Business		Credit Limit		Date Acct Opened	
				\$		\$	
Address		Contact		Avg. Days to Pay		Terms	
						Rating	
						<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.		Fax No.		Comments:			
Name of Supplier		Type of Business		Credit Limit		Date Acct Opened	
				\$		\$	
Address		Contact		Avg. Days to Pay		Terms	
						Rating	
						<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.		Fax No.		Comments:			

TERMS AGREEMENT BUILT INTO CREDIT APPLICATION

The undersigned, in consideration of extending credit to aforesaid business, individually, jointly and severally as individuals unconditionally guarantee the payment of any and all future obligations of the said company which may be owing to Express Services, Inc. upon demand including reasonable attorney's fees and all costs and other expenses incurred by Express Services, Inc. in collecting an indebtedness of the aforesaid customer. Notice is waived. This is a continuing guarantee. Should a lawsuit be necessary to enforce the guarantee, venue is waived and suit may be brought in Oklahoma City, Oklahoma. A photocopy or facsimile copy of the account application and signature shall be valid as an original thereof, solely in the Courts of Williamson County, TN.

All information given above is correct to the best of the undersigned's knowledge. It is agreed that: (1) charges for temporary help are labor related and due 10 days from the date of invoice; (2) creditor is authorized to investigate credit, banking and financial history and to disclose findings of that investigation as necessary.

Eric S. Strubey
Signature

7-5-2018
Date

CREDIT APPROVAL		Approved By		Credit Limit		Terms	
				\$			
Source Code		Client Account No.		Complete By		Checked By	
						Date	



Staffing Pricing: City of Franklin

Traditional Temporary/Contract Staffing: Industrial

Position:	Pay Rate	Bill Rate:
Waste Technician	\$13.00/hr	\$19.89/hr
	\$14.00/hr	\$21.42/hr

***Bill Rate includes:**

- Recruiting/selection process
- 10-step Interview Process
- E-Verify (extra step to ensure Employment Eligibility Verification)
- Associate benefits (Holiday, Vacation pay)
- Workers' compensation
- National Background Check (upon receiving your written policy)
- 5-Panel Drug Screen
- FICA
- FUI
- SUI
- ACA Compliance/Indemnification
- 4 Hour Guarantee on Associates

Evaluation Hire

We offer an evaluation hire program that allows you to hire our associates after 680 hours (Industrial/Skilled positions). You must notify us of your intention to hire an associate to establish an evaluation hire period or fee. If you hire our associate or use the associate through another staffing firm within 180 days of the associate's last day on assignment, you agree to pay a payroll transfer fee of 1 percent per \$1,000.00 (not to exceed 30 percent) of the associate's annual compensation, unless otherwise agreed to by us.

Cat Hanna, Business Development

377 Riverside Drive, Suite 100
Franklin, TN 37064
(P) 615.791.8004

Eric S. Stuckey
Client Printed Name

Eric S. Stuckey
Client Signature

7-5-2018
Date



Staffing Agreement

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), we make it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.
3. Bill rates are subject to change with appropriate notice.
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.
5. We provide insurance to cover Express associates for Workers' Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate.
8. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
9. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll.
10. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing.

11. Express will, at your written request, conduct criminal history checks and drug screens as permitted by state law. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____

Date: _____

Agent's Name (please print): _____

Title: _____

Agent's Signature _____

Addendum

1. **Assignment** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. **Notices**. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

Express Employment Professionals
ATTN: Cat Hanna, Business Development
377 Riverside Drive
Suite 100
Franklin, Tennessee 37064

City of Franklin MIT Department
ATTN: Jordan Shaw
109 3rd Avenue South
Franklin, TN 37064

3. **Indemnification**. Express Employment Professionals, at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials harmless any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of CITY OF FRANKLIN, Tennessee property and from any violation of any applicable law or regulation arising out of or relating to this Agreement.
4. **Waiver**. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. **Severability**. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

6. Entire Agreement. This Agreement ~~along with the Staffing Agreement attached~~ constitutes the entire agreement between **Express Employment Professionals**, and the City of Franklin and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.
- ~~8. Parties acknowledge that they entered into a Staffing Agreement signed _____ In the event of a conflict between the Staffing Agreement and this Addendum, the terms of the Staffing Agreement shall supersede and control.~~

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By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.


Eric S. Stuckey, City Administrator
City of Franklin

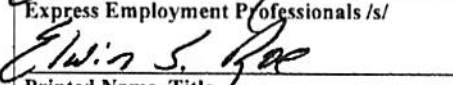
7-5-2018
Date

Approved as to Form by:


Tiffani M. Pope, Staff Attorney


Express Employment Professionals /s/

7-3-18
Date


Printed Name, Title