



EMPLOYER OF RECORD SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, by and between _____ (hereinafter referred to as “Recruiter”) located at _____ and Evergreen Contract Resources, its successors and assigns (hereinafter referred to as “ECR”) of Houston, Texas.

RECRUITER RESPONSIBILITIES

- Recruiter agrees to use reasonable efforts and professional judgment to select qualified candidates to place at Client Company as a Contractor.
- Recruiter shall provide the following information to ECR upon placement of any Contractor to Client Company; Contractor’s name, address, contact phone number, email address, start date, hourly wage, hourly bill rate to the Client Company, Client Company address, phone number, email and contact person or persons at the Client Company with the authority to approve time worked by the Contractor including their names, direct phone numbers and email addresses, position title and job description.
- Recruiter will provide ECR with a completed W9 Form, direct deposit form for their business account and a voided check.
- Recruiter shall be responsible for notifying the Contractor and ECR if a Contractor’s employment status changes including but not limited to termination, relocation of position and pay-rate changes.
- Recruiter agrees to respond in a timely manner to any request from ECR for records or information deemed necessary to perform its responsibilities to the Recruiter, Contractor or Client Company.

ECR RESPONSIBILITIES

- **ECR will not discuss, comment upon, disparage or disclose any information, in any manner or form, directly or indirectly, to any person or other entity the nature of your business, candidates, clients and pay or bill rates provided to ECR to perform payroll services. Any violation of this section shall be deemed a material breach in this Agreement.**
- ECR shall become the employer of record of the Contractor and shall issue payment for approved time worked on a weekly basis to the Contractor that has been placed at a Client Company through direct deposit, P-Cards or payroll checks.
- ECR will provide workers’ compensation insurance, general liability insurance and any other insurance deemed necessary by ECR.
- ECR will be responsible for ACA compliance to the Contractor as required by law.
- ECR shall process all payroll information needed for each Contractor; withhold and make tax deposits, provide payroll information and a W2 to the Contractor as required by law.
- In each instance and at the request of the Recruiter if a Client Company is not billed for part or all of the Contractor’s services for any reason, ECR shall deduct from Recruiter Profit an amount equal to the gross wages, tax obligations and insurance costs. This includes vacation, holiday or sick pay that the Recruiter chooses to extend to the Contractor. However, if the Client Company agrees to pay vacation, holiday or sick pay all fees are applicable.
- ECR will be responsible for billing the Client Company as directed by the Recruiter and ECR will conduct collection efforts on any invoices not paid within 30 days by the Client Company. ECR reserves the right to contact the Client Company before 30 days if deemed necessary.

- ECR will deposit all payments for invoices from Client Company into an ECR account. ECR will deduct ECR's fee which includes all tax obligations, insurance costs and a fee for back office services provided by ECR. ECR reserves the right to deduct as a separate cost any charges pertaining to Contractor's background checks or drug testing requested by the Recruiter unless specified that the Client Company be billed. After the Client Company pays and after all deductions are withheld, ECR will process a direct deposit into the Recruiter's account for the remaining monies defined as Recruiter Profit.
- ECR will provide weekly activity, recruiter profit and aging reports to the Recruiter.

NON-PAYMENT OF A CLIENT COMPANY

- Recruiter shall be responsible for the decision to extend credit to any proposed Client Company, however, ECR retains the right to accept or reject any proposed Client Company based on ECR's credit analysis of the Client Company or payment history with ECR. In the event that a Client Company does not pay an invoice within ninety (90) days of the due date, Recruiter shall reimburse ECR for all funds disbursed by ECR, including but not limited to Contractor's gross wages, payroll taxes and insurance costs. ECR has the option to withhold amount owed due to Non-Payment of a Client Company from Recruiter's Profit.

SAFE WORK ENVIRONMENT

- ECR's workers' compensation carrier shall have the right to inspect the premises of any Client Company or affiliate of the Client Company upon reasonable notice and acceptance, during normal business hours and make recommendations pertaining to job safety. ECR reserves the right to terminate any relationship with a Client Company if for any reason that ECR feels it is an unsafe worksite and that there is undue risk of injury or death.

NO AGENCY

- This Agreement does not establish any agent/principal/ employer relationship between ECR and the Recruiter. The Recruiter shall have no authority to execute any legal documents on behalf of ECR or do anything legally binding or otherwise obligate ECR in any manner.

ECR FEE

ECR shall retain 25% of the Contractor's pay rate upon receipt of payment by the Client Company. This will cover all payroll funding, payroll tax and insurance costs and back office services provided by ECR for Professional / Clerical positions unless otherwise stated in this agreement.

There may be an increase in percentage for any positions that do not carry a professional/clerical workers' compensation code.

1099 employees are billed at 8% of the pay rate and this includes funding, payroll processing and all back office. All 1099 candidates must have an EIN other than their social security number, sign a consulting agreement, carry General Liability Insurance and are paid on a monthly basis.

TERM

- This Agreement shall be in effect until terminated in writing by either party. Either party may terminate this Agreement at any time. However, such termination shall not affect any amounts owed from the Recruiter to ECR per NON-PAYMENT BY A CLIENT COMPANY or Recruiter Profit as defined under ECR RESPONSIBILITIES owed to the Recruiter by ECR. This Agreement shall become effective only when a person of authority at the Recruiter and ECR have both signed this agreement.

RECRUITER

Evergreen Contract Resources

By: _____

by: _____

Title: _____

Title: _____

Date: _____

Date: _____