



1207 S Lipan St
Denver, CO 80223
Phone: 720-524-3654
Fax: 303-954-8680

CUSTOMER APPLICATION

COMPANY INFORMATION

Company Name: \_\_\_\_\_ DBA Name: \_\_\_\_\_
Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Billing Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Website: \_\_\_\_\_
A/P Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_
Type of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_
Corporation [ ] LLC [ ] Partnership [ ] Joint Venture [ ] Proprietorship [ ] Other [ ]
Federal Tax ID #: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ D&B #: \_\_\_\_\_
Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

ADDITIONAL INFORMATION

Anticipated amount of monthly charges? \$ \_\_\_\_\_ Credit Limit Requested: \$ \_\_\_\_\_
Are purchase order numbers required for invoice payment? YES [ ] NO [ ]
Are there any judgments or lawsuits pending against you? YES [ ] NO [ ]
Have you ever filed for bankruptcy? YES [ ] NO [ ]

TRADE REFERENCES

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

TERMS OF AGREEMENT: I understand that the terms of Workforce Staffing, Inc. are 30 Days Net Due. Workforce Staffing Inc. may charge interest at the highest legal rate or 18%, whichever is less, on any past due balances with said interest being calculated from the date of default. All invoices are not disputable after 30 days of the invoice date. In consideration of Workforce Staffing, Inc. extending credit to the above referenced business, I hereby guarantee to pay for all labor and services supplied to me or to any of us at the above-referenced business. In the event that any account is placed for collection, I agree to pay all costs, including attorney fees, (whether in house or otherwise), court costs and finance charges. This agreement shall be considered in accordance with the laws of the state of Colorado without further regard to conflicts of laws principles. I hereby consent and waive any objection to the personal jurisdiction of the courts of the state of Colorado. I further agree that any action to enforce this agreement shall occur in either the federal or state courts located in Colorado.

The undersigned authorizes Workforce Staffing, Inc. to investigate our credit history, bank references, worker's compensation history, and any other information deemed necessary to extend credit. The undersigned hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act. I agree to immediately notify Workforce Staffing, Inc. of any change in ownership or address or form of said business. This agreement shall remain in force until written notice of revocation is received by Workforce Staffing, Inc. from the applicant.

Authorized Signature

Date

Print Name

Title

**WORKFORCE STAFFING, INC**  
**TERMS AND CONDITIONS**

1. Payment is due NET 30 from the date of invoice. Please pay from the invoice and indicate on your check which invoices you are paying. If you require any special invoicing procedure or work on a system whereby you only pay invoices monthly, please notify our credit department at once. Workforce Staffing, Inc will make every effort to accommodate the needs of our customers whenever possible.
2. We do accept credit card payments for your convenience (VISA, MasterCard, American Express, Discover). A 3% processing fee will apply.
3. A finance charge of 1.5% per month (18% per year) will be charged the last day of the month on all invoices over 30 days. Customer agrees to pay any collection cost incurred to collect outstanding balances, including reasonable attorney's fees.
4. Any invoice past 45 days old will cause the Applicant's account to be put on hold until evaluated. If you account is past due 60 days or more no services will be provided until your account is brought current.
5. Customer agrees not to hire any Workforce Staffing, Inc. employee that has been sent to customer by Workforce Staffing, Inc. before the employee has worked a minimum of 360 hours for the customer, unless exceptions have been made in writing. Any Workforce Staffing, Inc. employee hired away prior to working the specified hours will constitute a billing charge of remaining hours multiplied times the agreed bill rate. This bill will establish fair compensation for expenses and/or losses incurred in the employment process.
6. Customer agrees not to utilize services from any Workforce Staffing employee through another staffing agency. Customer will not permit or cause any of our employees assigned to you to be placed on the payroll of any other entity for a period of 6 months from the date that such employee completes his/her assignment with you without our express written consent. Customer agrees to pay damages of \$500.00 per employee plus reimbursement of legal expenses in the event of a breach of agreement.
7. Customer will not permit or request Workforce Staffing, Inc. employees to operate motor vehicles, powered industrial trucks or other powered equipment while on assignment with you. Should you do so, you agree to be responsible for, defend, indemnify and hold us harmless from any and all resulting losses.
8. Customer will not permit or request Workforce Staffing, Inc. employees to handle cash, negotiable instruments or other valuables while on assignment with you. Should you do so, you agree to be responsible for, defend, indemnify and hold us harmless from any and all resulting losses.
9. Customer agrees to provide a suitable and safe workplace for Workforce Staffing, Inc. employees. You agree to provide all necessary safety training and protective equipment (except PPE) related to your operations. You agree to inform our employees of any hazards related to your work site(s) and to inform them of any hazardous materials to which they may be exposed.
10. You agree not to permit any of our employees to work at heights over 12 feet or on unsecured ladders or 6 feet. You agree to comply with the federal Occupational Safety and Health Act, any comparable state or local laws and all other legal requirements to the extent those laws apply to our employees on assignment with you.
11. Customer agrees that temporary employees will be under the control and supervision of customer or customer's supervisory employees and temporary employees will not be asked to perform duties that are hazardous or potentially injurious or different than required by customer's own employees.
12. If Customer faxes any document representing a timesheet for work performed by a Workforce Staffing, Inc. employee, that document signed or unsigned, shall be used for billing purposes. By faxing timesheets, Customer also agrees that all hours are correct and work was completed to the Customer's satisfaction.
13. Workforce Staffing, Inc agrees to pay all wages, all related Federal and State taxes including employment taxes and Workers Compensation insurance.
14. Workforce Staffing, Inc. pays employees for a Monday through Sunday work week. Overtime rate of time and a half will be billed on any employee who works over 12 hours per day or over 40 hours per week. Customer agrees to pay employee for hours worked from Monday through Sunday.
15. Workforce Staffing, Inc. has a four (4) hour minimum charge per shift. If the employee arrives before you have been able to cancel your order, or if we are unable to reach the employee because he/she has already left for the assignment or if the assignment finishes or the staff is sent home prior to that 4-hour period of time, we will invoice you a minimum of four (4) hours. Customers who cancel orders with Workforce Staffing, Inc. are required to cancel at least 1 hour prior to the start time of the assignment. If you are dissatisfied for any reason with the performance of our employee(s), we will replace that person; and if we are notified within the first two hours of the assignment, we will not bill you for the time worked.
16. Customer agrees to pay for any requested skill tests, background checks, and drug screens, unless otherwise specified.

**Workforce Staffing Inc. would like to thank you for giving us the opportunity to work with your company. We hope you will find this a successful partnership and we are looking forward to doing business with you.**

The undersigned has read and understands this application and agrees to the terms and conditions herein.

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Customer Name (Please Print)

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Title

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Customer Signature

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Date