



Credit Application

Applicant's Name (Exact Legal Business Name):		Applicant's "Doing Business As" (DBA) Name:		Customer Number:	
Street Address/City/State:					
Billing Address/City/State:					
Phone:		Fax:		Email:	
Mobile:					
Main Line of Business:		Annual Sales:	# of Employees:	Business Established How Long?	
Federal Tax ID Number or SSN (if Self Employed):			Sole Proprietorship Partnership Corp	LLC	Sales Tax Exemption Certificate? YES NO (If yes, please submit certificate.)
Subsidiary of:	Name of Officer/Principal:		Business License Number(s):	Workers' Compensation Classification Code	
			Accounts Payable Contact Name & Phone #		
Trade Reference		Contact Person	Phone #	Account # (if any)	
IMPORTANT NOTICE - ORAL AGREEMENTS OR ORAL COMMITMENTS TO EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE.					

Applicant's Statement

Applicant authorizes Workforce Staffing, Inc. to verify or check any of the information given, check credit references, obtain one or more credit reports, and share applicant's credit information between its affiliates in connection with this credit application or in connection with any periodic reviews of credit which may be extended to Applicant. Applicant gives Workforce Staffing, Inc. permission to report to credit reporting agencies and others the results of such investigations and Workforce Staffing, Inc's experience with Applicant's account.

The undersigned has read and understands this credit application and agrees to the terms and conditions as set forth on Page 2 of this application. The undersigned also certifies that the information provided in all sections of this credit application is true and correct. The person executing this agreement has the authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions.

Applicant's Signature and Title _____

Date _____

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.



TERMS AND CONDITIONS

- 1) Payment is due NET 7 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 your 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 6 feet or on unsecured ladders. 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 signing and/or 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.

BILL RATE(S): Applicant agrees upon the following bill rates / mark-ups. Applicant acknowledges and agrees that overtime hours will be paid and billed at 1.5 times the listed bill rates. Overtime hours will include all hours worked over 12 per day and / or 40 per employee, per week.

Job Title: _____

Job Title: _____

Bill Rate: _____ (Office Use ONLY)

Bill Rate: _____ (Office Use ONLY)

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.

Customer Name (Please Print)

Title

Customer Signature

Date

WFS Account Manager Signature

Date

EMAIL COMPLETED APPLICATION TO: Dispatch@WFStaffing.net