**Agreement for services**

**THIS AGREEMENT FOR SERVICES** (“Agreement”) is made and entered into effective as of the date Client has accepted its terms by clicking below (“Effective Date”), by and between Bus Stop Mamas, LLC (“BSM”) and you (“Client”) (collectively, BSM and Client are referred to as the “Parties”).

**BACKGROUND:**

A. BSM is engaged in the business of identifying and introducing potential candidates to organizations offering project-based, temporary, or permanent work assignments.

B. Client desires to retain BSM to make such identifications and introductions.

Accordingly, the Parties agree as follows:

**AGREEMENT:**

# Services. Client will provide BSM with a summary of the project-based, temporary, or permanent work assignment (the “Assignment”) it is seeking to fill, along with a summary of its preferred qualifications for potential candidates. BSM will attempt to locate candidates with the necessary qualifications, and will provide Client with information regarding potential candidates believed to possess these qualifications. Client is free to pursue or reject any of the candidates; however, Client agrees that it will only consider candidates from BSM for the Assignment during the first fourteen (14) days following the Effective Date. Any candidate presented to Client will be referred to as a “Potential Candidate.”

## 2. **Fees and Billing.** If Client retains a Potential Candidate as an employee, independent contractor, or in some other capacity within 12 months after BSM refers the Potential Candidate to the Client, Client agrees to pay BSM a fee as applicable and as set forth on the attached Exhibit A. BSM shall have the option to review any pay records, timesheets, employment agreement, or other documents that may be necessary to verify the accuracy of the fee that may be due. Client agrees to notify BSM within seven (7) days following its retention of a Potential Candidate any time within 12 months after BSM presents the Potential Candidate to the Client.

# 3. Guarantee. In the event that the employment of a permanent candidate referred to Client under this Agreement lasts less than 90 calendar days, and provided that all fees and expenses relating to such placement have been paid, BSM will attempt to refer a replacement candidate for the same position at no additional charge to Client. BSM’s obligation under this Agreement is limited to attempting to find a replacement candidate. No refund will be made if Client hires a replacement from any source, or if Client is no longer actively seeking to fill the position.

# 4. Confidentiality of Candidate Information. Candidates are referred to Client in confidence. Should Client refer or identify any Potential Candidates to another company that retains a Potential Candidate, both Client and the hiring company shall be responsible for the payment of a fee as if the Client had retained the Potential Candidate directly.

# 5. Licensed Legal Professionals. BSM is not a law firm, is not licensed to practice law, and has not been retained to provide legal advice or services. The fees paid to BSM are solely for identifying and introducing candidates, and no potion of the fees shall be deemed to represent legal fees paid to BSM.

## 6. **Background or Reference Checks.** BSM is not responsible for conducting any background or reference checks, including any screens for drug use, medical exams, criminal background checks, or any other verification process. Client agrees to refrain from conducting any such background or reference checks unless specifically authorized by the particular candidate.

# 7. Additional Services: BSM may provide additional services beyond the express obligations under this Agreement at Client’s request. Charges for these services will be at the rate set forth in Exhibit A and as agreed upon in advance by Client and BSM. Client will be responsible for the reimbursement of business expenses incurred by the BSM in connection with any additional services requested by Client.

# 8. Independent Contractor Relationship: The services rendered by BSM under this Agreement shall be as an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between BSM and Client. Nothing in this Agreement or the relationship between Client, BSM or the Potential Candidates shall create a co-employment or joint employer relationship.

9. **Limitation of Liability.** BSM shall not be liable for any loss, damage, or expense suffered or incurred by Client arising from or in any way connected with:(a) BSM introducing a Potential Candidate to Client or Client retaining the Potential Candidate; (b) a Potential Candidate’s failure to meet Client’s requirements; (c) any act or omission of a Potential Candidate. Client agrees to indemnify, defend, and hold BSM harmless from any and all claims or penalties asserted against BSM by a Potential Candidate alleging any employment-related claims, claims of a joint employer relationship between Client and BSM, or due to any of Client’s acts or omissions. In all cases, BSM’s maximum liability to Client shall not exceed the amounts actually paid to BSM by Client.

# 10. Equal Opportunity. BSM does not discriminate in the identification or referral of candidates on the basis of race, color, religion, gender, age, national origin, marital status, disability, or other protected characteristic.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any action arising out of or relating to these Terms shall be brought in Hennepin County District Court or the United States District Court for the District of Minnesota or the Client.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

# 13. Non-Waiver. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

# 14. Miscellaneous. Client acknowledges that Client assumes responsibility for confirming complete acceptability of all Potential Candidates. Client agrees to compensate BSM for all costs of enforcement of this Agreement, specifically including without limitation reasonable attorney’s fees.

□ Check here to indicate you have read and agree to the terms of this Agreement for Services.

## **EXHIBIT A**

# 1. Permanent Work Assignment (or “Permanent Placement”).

# A permanent placement assignment is one where the Client retains a candidate for a permanent positon (as opposed to a temporary or project-based position). If Client retains a Potential Candidate as an employee, independent contractor, or in some other capacity on a permanent basis, Client agrees to pay BSM a flat fee based on the gross, annualized compensation of the Potential Candidate, including salary, bonus and any other form of compensation (“Compensation”). BSM’s fee shall be determined according the following schedule:

# Compensation BSM Fee

#

# Under $75,000 $1,100

# $75,000-$99,999: $7,500

# $100,000-$149,000: $11,000

# $150,000-$199,999 $17,000

# Over $200,000 $22,000

# 2. Temporary Assignments.

# Temporary positions are those where the Client retains a Potential Candidate on a temporary, but ongoing, basis that lasts as many as six (6) months. If Client retains a Potential Candidate as an employee, independent contractor, or in some other capacity on a temporary basis, Client agrees to pay BSM a flat fee calculated as follows:

Part Time positions (under 25 hours a week) $550

Full Time positions (26 hours or more per week) $1,100

# If a temporary assignment extends beyond six (6) months, it shall be deemed a permanent placement and a permanent placement fee shall be due; however, all amounts paid as and for a temporary placement shall be a credit against the permanent placement fee.

# 3. Project-Based Assignments (“Quick Cash” Assignments).

# A project-based (or “Quick Cash”) assignment is an assignment for a short period of time and for a specific project that typically lasts no more than 1-3 days. If Client retains a Potential Candidate on a project basis, Client agrees to pay BSM a flat fee of $100 per Potential Candidate.

# Client agrees to pay all fees to BSM upon receipt of invoice following the Potential Candidate’s first day of providing services.