



Contractor's Clearing House, Inc. *d.b.a.*

COASTAL EMPLOYMENT SERVICES

1609 NW Hwy 101, Lincoln City, OR 97367

Phone: (541) 996-2800 Fax: (541) 994-7129

CLIENT CONTRACT APPLICATION

Legal Name _____

Assumed Business Names(s), if any _____

Authorized Representative _____ Signature _____

Social Security # _____ Drivers License # _____ Date of Birth _____

Phone # _____ Fax # _____ Cell # _____

Ownership Type: ☐ Sole Owner ☐ Partnership ☐ Corporation ☐ Homeowner ☐ Other

FIEN # _____ BIN # _____

Mailing Address _____ City/State/Zip _____

Physical Address _____ City/State/Zip _____

Worker's Comp. Code(s) _____ Billing Wrap Rate(s) ____ 1.X hourly rate of pay _____

Primary nature of business in Oregon _____

Job Site Address _____

Previous Worker's Compensation coverage: Yes ☐ No ☐ If "Yes", Oregon WCD # _____

Construction Contractors' Board (or other professional) license # _____ Exp. _____

REFERENCE INFORMATION

Reference #1. _____

Reference #2. _____

PERSONNEL ADMINISTRATION AGREEMENT

This **AGREEMENT** is made by and between **CONTRACTOR'S CLEARING HOUSE, INC.**, hereinafter "**COASTAL EMPLOYMENT SERVICES**" and _____, hereinafter "**CLIENT**".

TERM OF AGREEMENT. The provisions of this agreement shall take effect at 12:01 a.m. on the _____ day of _____, 200__, and shall remain in effect, as now written or hereafter amended until terminated. Either party may terminate this agreement at any time upon providing fifteen days written notice to the other party. Upon default in performance of any term in this agreement, or schedule or amendment thereto, either party may terminate this agreement immediately.

EQUAL OPPORTUNITY. Both **CLIENT** and **COASTAL EMPLOYMENT SERVICES** agree not to discriminate, in any employment practice, against any person or group based on their actual or perceived disability, sex, race, color, age, religion, national origin or veteran status.

EMPLOYMENT. Upon mutual agreement, **CLIENT** and **COASTAL EMPLOYMENT SERVICES** may elect to make any number of employees subject to this agreement. These employees shall be referred to, for the purposes of this document, as 'subject employees'. All subject employees must be enrolled by **COASTAL EMPLOYMENT SERVICES** before being deemed employed under the terms of this contract. **COASTAL EMPLOYMENT SERVICES** shall not be deemed liable for subject employee before or after any scheduled shift. Subject employees will perform their work at **CLIENT**'s place(s) of business. **CLIENT** is solely responsible for any employees not considered subject employees of **COASTAL EMPLOYMENT SERVICES**. **CLIENT** is free to employ any number of individuals outside of this agreement.

HIRING. All employees must be qualified by **COASTAL EMPLOYMENT SERVICES** before being hired. **CLIENT** agrees that for a period of no less than ninety (90) days, **CLIENT** shall not hire as its own employee any subject employee whom **COASTAL EMPLOYMENT SERVICES** has placed on assignment to **CLIENT**.

TRAINING/SUPERVISION. **CLIENT** shall be primarily responsible for the training, supervision, and safety of subject employees on a daily basis. **CLIENT** shall provide subject employees with such direction as may be necessary in carrying out specific work assignments.

EMPLOYER LIABILITY. **CLIENT** shall be responsible for entrusting any subject employees with unattended premises, cash, negotiable or other valuables. **CLIENT** at all times will indemnify, release, protect and hold **COASTAL EMPLOYMENT SERVICES** harmless from and against any and all loss, liability, expense, claims or demands arising from error, omission, personal injury, including death, or property damage to any person, occurring as a direct or indirect result of the performance of this order, and shall at **CLIENT**'s expense defend any and all actions based there on.

PAYROLL. Subject employees shall receive their compensation from **COASTAL EMPLOYMENT SERVICES**. **COASTAL EMPLOYMENT SERVICES** shall be responsible for the calculation, withholding, deposit, and reporting of all payroll taxes and any other statutory deductions, as well as any voluntary deductions that the subject employees may individually authorize, or be under order to pay. **CLIENT** shall report to **COASTAL EMPLOYMENT SERVICES** all hours worked and compensation earned by subject employees.

WORKERS' COMPENSATION INSURANCE. **COASTAL EMPLOYMENT SERVICES**, at its own expense, shall maintain in full force and effect workers' compensation insurance as required by Oregon statutes to cover subject employees. **COASTAL EMPLOYMENT SERVICES** is a subject employer, as provided for by ORS 656.023, and shall comply with ORS 656.017 and with all other provisions of the Oregon Workers' Compensation Law.

WORK PLACE SAFETY. **CLIENT** shall be primarily responsible for the enforcement of safety rules, including the use of personal protective equipment which **CLIENT** shall provide. **CLIENT** shall indemnify and save

COASTAL EMPLOYMENT SERVICES harmless of claims and demands arising out of the Occupational Safety and Health Act (O.S.H.A.) as it relates to premises owned or controlled by **CLIENT** and to which **COASTAL EMPLOYMENT SERVICES** employees are assigned. **CLIENT** shall be responsible for safety meetings as required by O.S.H.A.

INJURIES/ILLNESSES. **CLIENT** shall immediately notify **COASTAL EMPLOYMENT SERVICES** of any work related, actual or alleged, injury or illness sustained by any subject employee. In the event that any such illness or injury precludes such employee from performing his or her regular work duties, **CLIENT** or **COASTAL EMPLOYMENT SERVICES** shall provide acceptable light duty work for that employee. Acceptable light duty work is any work approved by employee's attending physician.

LAYOFF/DISCHARGE. **CLIENT** shall promptly notify **COASTAL EMPLOYMENT SERVICES** when any subject employee is discharged, whether voluntary or involuntary, or is laid off for more than one week due to lack of work.

INDEMNITY. Each party shall comply with all laws, regulations, codes and orders pertaining to their respective rights, duties and powers under this agreement, including but not limited to laws prohibiting certain forms of discrimination in employment. Each party shall be held harmless from any liability arising from the failure of the other party to comply therewith. Upon request, either party shall furnish the other written evidence of the foregoing. All provisions of this section shall endure the termination, whatever the reason, of this agreement.

RATE SCHEDULE. **CLIENT** shall pay **COASTAL EMPLOYMENT SERVICES** an amount equal to hours worked or salary of subject employee multiplied by the agreed billing rate. **CLIENT** shall pay the entire amount upon receipt of invoice. If payment is not received by this date, this agreement shall be immediately terminated effective one day after the last work day payment was due, and all fees pursuant to this agreement shall become immediately due. Interest will be charged on the past due amounts up to the maximum allowed by law.

WAIVER. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this agreement will not be considered as a waiver of any subsequent breach nor affect the effectiveness of this agreement, nor any part thereof.

LEGAL COSTS. In the event that any action is brought by either party hereto as a result of a breach or default in any provision of this agreement, the prevailing party in such action shall be awarded reasonable attorney fees and costs in addition to any other relief to which the party may be entitled.

COASTAL TEMPS STATUS. **COASTAL EMPLOYMENT SERVICES** is an independent contractor and not the agent, servant, employee or partner of **CLIENT**.

GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

SEVERABILITY. Should any term, warrant, covenant, condition, or provision of this agreement be held to be invalid or unenforceable, the balance of this agreement shall remain in full force and shall stand as if the unenforceable part did not exist.

INTEGRATION. This agreement, with any accompanying schedules, represents the entire agreement of the parties concerning the matters referred to herein. This agreement may be amended only by a written agreement of the parties executed hereafter.

SPECIAL TERMS AND CONDITIONS. Oregon Licensed Contractors: under no condition shall balance due **COASTAL EMPLOYMENT SERVICES** exceed required CCB bond. **COASTAL EMPLOYMENT SERVICES** must be notified at start of job for Worker's Compensation Coverage to be activated. If payroll is not submitted within thirty days of signing this contract, said contract will become null and void.

Please contact **COASTAL EMPLOYMENT SERVICES** to update your contract status if this occurs. In order to protect **COASTAL EMPLOYMENT SERVICES'** interest, a right to lien may be issued on your project(s).

The undersigned acknowledges all the provisions of this agreement and agrees to its terms.

COASTAL EMPLOYMENT SERVICES

CLIENT

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

PERSONAL GUARANTEE

The undersigned guarantor acknowledges all the provisions of this agreement and agrees to its terms. Guarantor intends to guarantee at all times the performance and prompt payment of all indebtedness within the limits set forth in this agreement. Guarantor shall also pay to **COASTAL EMPLOYMENT SERVICES** all reasonable fees, court costs or other reasonable fees incurred by **COASTAL EMPLOYMENT SERVICES** in enforcing the terms of the agreement or this guaranty.

Guarantor _____

Signature _____

Date _____