

General Conditions of Assignment & Terms of Payment

Temporary Staffing | Temp-to-Hire | Payroll Hire | Direct Hire

Hire Priority, Inc.

Thank you for partnering with **Hire Priority, Inc.** Your request for temporary, temp-to-hire, payroll, or direct hire staffing services confirms your agreement to the following **General Conditions of Assignment** and **Terms of Payment**, unless a separate written agreement has been executed by both parties.

For purposes of this document, “**Hire Priority**,” “**we**,” “**us**,” or “**our**” refers to Hire Priority, Inc., and “**Client**,” “**you**,” or “**your**” refers to the company, property, management company, ownership entity, or authorized representative requesting or accepting staffing services.

For convenience only. Important terms and quick reference summaries are listed below.

Topic	Summary
Timesheets	Approval confirms hours worked and satisfactory performance.
Payment	Invoices are due upon receipt unless written terms are approved.
Overtime	Overtime is billable when worked.
Conversion	Hiring assigned employees may trigger a conversion or placement fee.
Safety	Client is responsible for supervision and safe worksite conditions.

GENERAL CONDITIONS OF ASSIGNMENT

1. Scope of Background Screening

- 1.1. Hire Priority conducts background screening and employment verification processes in accordance with applicable law and company policy. Client understands that legal restrictions may apply to the use and communication of personnel-related information, including background check results, employment eligibility information, and other confidential candidate or employee information.
- 1.2. If Client has specific screening requirements for an assignment, Client must provide those requirements in writing before the assignment begins. Hire Priority is not responsible for screening standards or client-specific requirements that were not provided in advance in writing.

2. Client's Supervision and Jobsite Responsibility

- 2.1. Client is responsible for supervising, directing, and controlling the day-to-day work performed by assigned employees while they are on Client's premises or performing work on Client's behalf.
- 2.2. Client agrees not to change the scope of work, work location, schedule, job duties, or assignment requirements without prior written notice to Hire Priority. Client is responsible for maintaining a safe work environment and providing all necessary training, instructions, tools, equipment, safety gear, and supervision required for the assigned work.
- 2.3. Client agrees not to permit assigned employees to operate vehicles, handle cash, access confidential records, perform electrical or hazardous work, work at heights, use specialized machinery, or perform duties outside the agreed assignment scope unless expressly approved in writing by Hire Priority.

3. Safety and Working Conditions

- 3.1. Client agrees to comply with all applicable federal, state, and local workplace safety laws and regulations. Client is responsible for notifying Hire Priority immediately of any workplace injury, incident, safety concern, alleged misconduct, property damage, or client complaint involving an assigned employee.
- 3.2. Client agrees to cooperate with Hire Priority in any investigation related to workplace incidents, employee concerns, workers' compensation claims, unemployment claims, or assignment-related disputes.

4. Indemnity and Limitation of Liability

- 4.1. Client accepts responsibility for any claim, injury, loss, damage, expense, or liability arising from Client's supervision, direction, worksite conditions, job duties, instructions, equipment, tools, materials, property, or alleged acts or omissions occurring at Client's location or under Client's control.



- 4.2. Hire Priority shall not be liable for claims arising from Client's negligence, unsafe working conditions, unauthorized changes to job duties, failure to supervise, failure to provide required tools or safety equipment, or failure to follow applicable laws.
- 4.3. In no event shall Hire Priority be liable for indirect, incidental, consequential, punitive, special, or exemplary damages, including lost profits, business interruption, property losses, or damages exceeding the applicable fees paid to Hire Priority for the specific services giving rise to the claim, unless otherwise required by law.

5. Employment Taxes and Withholdings

- 5.1. For employees assigned by Hire Priority, Hire Priority is responsible for payment of applicable wages, payroll taxes, workers' compensation insurance, and legally required employment withholdings, unless otherwise agreed in writing.
- 5.2. Client agrees that assigned employees remain employees of Hire Priority unless and until they are formally hired by Client or another employer of record under an approved conversion, payroll transfer, or direct hire arrangement.

6. Insurance

- 6.1. Hire Priority maintains applicable workers' compensation insurance and commercial insurance coverage in accordance with its business operations. Client is responsible for maintaining its own general liability, property, professional liability, automobile, crime, cyber, and employment practices coverage as appropriate for Client's operations and worksite.

7. No Contrary Agreements

- 7.1. These General Conditions of Assignment and Terms of Payment apply to all assignments unless a separate written agreement signed by authorized representatives of both parties states otherwise.
- 7.2. No Hire Priority employee, recruiter, account manager, assigned employee, or other representative has authority to modify these terms verbally or assume additional obligations on behalf of Hire Priority unless confirmed in writing by an authorized officer of Hire Priority.

8. Disputes and Venue

- 8.1. This agreement shall be governed by the laws of the State of Texas. Any dispute arising out of or relating to the services provided by Hire Priority shall be brought in a court of competent jurisdiction in Texas, unless otherwise required by law or agreed in writing.



TERMS OF PAYMENT

9. Timesheets and Approval

- 9.1. Assigned employees are required to submit time records according to Hire Priority's payroll schedule. Client is responsible for reviewing and approving employee time worked.
- 9.2. Client's approval of a timesheet, electronic time record, email confirmation, text approval, portal approval, property sign-in record, or other written or electronic confirmation constitutes acknowledgment that the hours were worked and that the work was performed satisfactorily.
- 9.3. If Client disputes any hours, Client must notify Hire Priority in writing before payroll is processed. Failure to timely dispute submitted hours may result in the hours being billed as submitted.

10. Billing and Payment Terms

- 10.1. Client will be billed for all hours worked by assigned employees, including time spent completing required onboarding, orientation, training, travel between required work locations, reporting time, or other compensable time required by law or approved by Client.
- 10.2. Invoices are due upon receipt unless separate written payment terms have been approved by Hire Priority. Client agrees to pay all invoices in full and without offset, deduction, or delay.
- 10.3. Past due balances may result in suspension of staffing services, requirement of credit card payment, prepayment, weekly payment, or other revised payment terms at Hire Priority's discretion.
- 10.4. Client is responsible for all reasonable costs of collection, including attorney's fees, court costs, filing fees, collection agency fees, and related expenses.

11. Overtime

- 11.1. Overtime will be billed in accordance with applicable federal and state wage and hour laws. Unless otherwise agreed in writing, overtime hours will be billed at one and one-half times the applicable regular bill rate.
- 11.2. Client is responsible for notifying Hire Priority in advance if overtime is not authorized. However, if overtime is worked, Client remains responsible for payment of all billable overtime hours.

12. Minimum Reporting Time

- 12.1. Unless otherwise agreed in writing, Hire Priority may bill a minimum reporting time when an assigned employee reports to Client's worksite as scheduled and is sent home early, denied access to work, or not provided work through no fault of the employee.



13. Hiring or Converting Assigned Employees

- 13.1. Hire Priority invests significant time and resources recruiting, screening, onboarding, and assigning employees. Client agrees not to directly or indirectly hire, employ, contract with, refer, transfer, or place any Hire Priority assigned employee without notifying Hire Priority and paying the applicable conversion, placement, or buyout fee.
- 13.2. Unless otherwise agreed in writing, temporary-to-hire conversions are subject to Hire Priority's standard conversion requirements. If Client hires or engages an assigned employee before the required conversion period has been completed, Client agrees to pay the applicable conversion fee.
- 13.3. This provision applies whether the employee is hired by Client, a related company, ownership entity, management company, vendor, affiliate, or another employer as a result of the assignment or introduction by Hire Priority.

14. Direct Hire Placements

- 14.1. For direct hire placements, Client agrees to pay the agreed placement fee if Client hires, engages, contracts with, or otherwise uses the services of a candidate introduced, referred, recruited, or submitted by Hire Priority.
- 14.2. Unless otherwise stated in writing, direct hire placement fees are earned upon acceptance of employment or commencement of work, whichever occurs first.

15. Client Cancellation or Early Termination

- 15.1. Client should notify Hire Priority as soon as possible if an assignment is canceled, delayed, shortened, or no longer needed. Client may be responsible for applicable minimum reporting time, cancellation charges, or billable hours if an employee has already been confirmed, dispatched, reported to work, or begun the assignment.

16. Rate Changes

- 16.1. Hire Priority may adjust bill rates as necessary due to changes in wages, payroll taxes, workers' compensation costs, insurance costs, benefits, statutory requirements, market conditions, overtime exposure, job duties, or other assignment-related costs.
- 16.2. Hire Priority will provide notice of rate changes when reasonably practical. Rate changes will apply prospectively unless required immediately by law or assignment conditions.

17. Credit Approval and Payment Risk

- 17.1. All staffing services are subject to credit approval and continued account review. Hire Priority may modify payment terms, require credit card authorization, require prepayment, pause services, or decline additional orders based on payment history, credit risk, ownership changes, management changes, disputed balances, or other business concerns.



18. Entire Understanding

- 18.1. These General Conditions of Assignment and Terms of Payment represent the general business terms applicable to staffing services provided by Hire Priority, Inc., unless superseded by a written agreement signed by authorized representatives of both parties.

Hire Priority, Inc.

6001 W. Parmer Lane Ste. 370 PMB 4835

Austin, TX 78727

512-338-4473

loa@hirepriority.com

www.hirepriority.com

