



Account Application & Service Agreement (v.7.22)

Company Name _____ Corporation _____ LLC _____ Sole Proprietor _____ Partnership _____

Shipping Address _____

Billing Address _____

Company Phone _____ Fax _____ Website _____

Accounts Payable Contact Name _____

Account Payable Email _____ Account Payable Phone _____

Years in Business _____ Number of Office Employees _____ Number of Field Employees _____

Previous Company Name (if applicable) _____

Previous Address (if less than 3 years) _____

Name of License Holder _____ Position with company _____

Primary Contractor's License Number _____ License Classification _____

SIC Code(s) _____ License Expiration Date _____

Workers Compensation Experience Modification Rate (EMR) _____ EMR Issue Date _____

Safety Contact _____ Email _____ Phone _____

Manpower Contact _____ Email _____ Phone _____

Tax ID Number _____ Purchase Order Required YES NO

Name of Officer, Principal, Partner or LLC Member _____

Email _____ Phone _____

Supplier Information

Supplier Reference #1 _____ Contact name _____

Email _____ Phone _____

Supplier Reference #2 _____ Contact name _____

Email _____ Phone _____

Supplier Reference #3 _____ Contact name _____

Email _____ Phone _____

Financial Information

Has the company or any officers, directors, or owners of the company ever filed for voluntary petition in bankruptcy, been adjusted bankrupt or made an assignment for the benefit of creditors? YES NO If yes, who and when?

Has a tax lien or civil suit ever been filed against this company or any of its officers, directors, or owners within the past five years? YES NO If yes, please explain



1. The assigned employee (Talent) is an employee or representative of X3 Tradesmen Inc. (X3) working under the supervision of your company (Client). X3 warrants that our Talent is adequately covered by workers' compensation insurance and that X3 assumes total responsibility to pay all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges. Any other insurance required is the responsibility of the Client and X3 will not reimburse or contribute towards these costs.
2. Supervision of X3 Talent's work is the Client's responsibility. It is the Client's responsibility to supervise the Talent at all times, to only assign them to duties that are consistent with their skills and abilities and within the scope of the assignment. Clients must provide assigned Talent with a safe work site and working conditions that comply with the Occupational Safety and Health Act (OSHA) of 1970 and applicable state and local laws and regulations. X3 Talent are not allowed to work on "Live" or "Hot" electrical circuits or equipment and Client will not permit them to do so.
3. X3 Talent will present a paper or electronic timesheet at the end each week to your supervising representative for verification and signature or via email/text approval. Your signature thereon indicates your acceptance of hours worked and acknowledgement of the terms on this agreement. Any invoice discrepancies must be reported within 5 business days of receipt. X3 Talent are paid on a Monday through Sunday work week.
4. Compensation to X3 Talent is paid on a weekly basis, and Client will be billed weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. Assigned Talent who works for Client on a Holiday will be billed at 1.50 times the normal billing rate. Because X3 invoices reflect payroll we have already paid, our invoices are due upon receipt. In the event that Client fails to pay the invoice when due, Client agrees to pay all of the costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, X3 may charge interest on any overdue amounts past 30 days at a rate of 1.5% per month from the date the amount first became due.
5. It is understood that Client will not authorize assigned Talent to operate machinery or automotive equipment. It is agreed that Client accepts full responsibility for, and that X3 does not maintain insurance to cover any damage, injury, or loss that may result from Clients' failure to comply with the foregoing. Clients will not ask or entrust assigned Talent with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables. Neither Client nor X3 will be liable to pay or indemnify the other for any incidental consequential, exemplary, special, punitive, or lost profit damages or expenses arising from their staffing relationship.
6. Assigned Talent represents X3 inventory of skilled employees and in the event Client wish to convert them to be Clients' employee or refer them to another employer, Client agrees to pay a conversion fee to X3. The conversion fee is payable if Client hires X3 assigned Talent, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another staffing agency) or consulting basis within six (6) months after the last day of the assignment. Client also agrees to pay X3 a conversion fee if our talent assigned to you is hired by a subsidiary or other related company or business as a result of Clients' referral of X3 talent to that company. The conversion fee will be equal to 350 times the final billing rate reduced based on hours worked. 0-160 hours no discount, 161-299 hours 15% discount, 300-499 hours 30% discount, 500-649 hours 45% discount, 650-899 hours 60% discount, 900-1039 hours 85% discount, 1040+ hours no conversion fee. In order for Client to convert an X3 Talent to Client's payroll, Client aging must be less than 30 days from invoice date, or within agreed upon pay terms.
7. Client authorizes X3 to investigate Clients' credit history, bank references, worker's compensation history, and any other information deemed necessary to extend credit. The Client hereby authorizes X3 to utilize a consumer credit report on the Client periodically in connection with the extension or continuation of the business credit represented by this application. Client agrees to immediately notify X3 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 X3 from the ownership or address or form of Client.
8. Client hereby certifies that he or she is duly authorized to sign this application on behalf of Client and that the information given in this application is true and correct to the best of his or her knowledge and that the Client hereby agrees to the foregoing terms and conditions. Notwithstanding the terms and conditions above, this Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

Company _____

Print Name _____ Title _____

Signature _____ Date _____

X3 Tradesmen

Print Name _____ Title _____

Signature _____ Date _____

