

Dental One Staffing Agreement

The parties, **Dental One, Inc.**, hereinafter referred to as "**DENTAL ONE INC**", hereinafter referred to as "CLIENT Boca Dental Center, Boca Raton, Florida

following terms and conditions of this Agreement:

WHEREAS, **DENTAL ONE**, is in the business of providing permanent and temporary personnel who are independent contractors for dental offices; and WHEREAS, **CLIENT** is in the dental profession and is, from time to time, in need to have qualified, personnel staff their dental practices :NOW, THEREFORE, the parties do hereby agree as follows: The above recitals are true and correct.

RESPONSIBILITY: **DENTAL ONE** shall provide permanent and/or temporary candidates placement in Client's office pursuant to Client's request.

FEES: are due to **Dental One**, rendered upon day of service. The fees shall be as follows:

Temporary Placement Fee Dental Receptionist/ Assistant /Hygienist Call for rates

Permanent Placement Fee: Dental Assistant/ Hygienist/ Receptionist Negotiable

PAYMENT OF PERSONNEL: **CLIENT** agrees to pay the personnel provided by

DENTAL ONE for temporary placement pursuant to the following schedule:

Dental Receptionist / Assistant \$18.00-\$20.00 per hr minimum

Dental Hygienist \$29.00 -\$30.00 per hr minimum

PAYMENT'S : All monies shall be paid to candidates directly exclusive of the placement fees payable to **DENTAL ONE, INC.** are due upon time services are rendered, we are a "**FEE FOR SERVICE**" service company. **A 25.00 LATE FEE WILL BE CHARGED AFTER 30 DAYS AND EACH 30 DAYS. THEREAFTER, Five-hour minimum required when 5 or more hours requested There shall be a \$30.00 cancellation fee within a 24 hr notice.**

INDEPENDENT CONTRACTORS: The parties agree that the personnel supplied by **DENTAL ONE** are "independent contractors" and shall be responsible for their own taxes and all withholdings including Social Security .In addition, the parties agree that **DENTAL ONE, is** not responsible for the activities of the candidates including, but not limited to, job related activities, duties or accidents/injuries on the job to candidates or third parties.

COMMUNICATIONS: The parties agree that **CLIENT** will not contact the **DENTAL ONE, INC.,** personnel directly, either in writing or telephone, or any other means but shall only contact **DENTAL ONE** referrals through **DENTAL ONE.**

PERMANENT PLACEMENT: In the event personnel supplied by **DENTAL ONE**, is permanently hired by **CLIENT** or a result of referral by **CLIENT** to another office or staff member, within twelve (12) months of an interview or the last temporary work, **CLIENT** shall be responsible to pay to **DENTAL ONE, INC.,** the permanent placement fee as set forth above. Payment is due the day of hire.

REFERRAL OF PLACEMENT PERSONNEL: The parties agree that neither **CLIENT** nor **Client's** staff, employees, or agents shall refer the **Dental One** referred person to a third parties for employment. In the event **CLIENT**, its staff, employee or agents should refer the **DENTAL ONE** Personnel to third parties then, the parties agree that **CLIENT** shall be responsible for the temporary and/or permanent placement fee as set forth above.

MODIFICATION: The parties agree that the temporary placement fees and permanent placement fees as well as the monies paid to the **DENTAL ONE** personnel, will, from time to time, be subject to change. The parties agree that said schedule of fees and payment of **DENTAL ONE** can be verbally modified by mutual consent.

POSITION at time of HIRE : The referred personnel supplied by **Dental One**, regardless of present position is subsequently hired in a future capacity whether it be Temporary, Permanent or Interview, a fee is due **DENTAL ONE** even if applicant contacted **CLIENT** prior to the event.

TERMINATION OF PERMANENT PLACEMENT: If, upon receiving a permanent placement candidate and payment received in full the date of hire in full, the employment is terminated for reason during the first five (5) weeks of employment, **CLIENT**, shall be reimbursed the permanent placement fee less the daily temporary placement fee, per calendar days as calculated by **DENTAL ONE, INC.,**

DEFAULT AND ATTORNEY'S FEES: In the event of default under the terms of venue shall be held in Palm Beach County, Florida, and each party agrees to this contract, then the prevailing party shall be entitled to all costs and reasonable attorney's fees including fees on appeal. The parties agree that waive trial by

CLIENT: _____ **Date:** _____

Dental One, Inc. _____ **Date:** _____

