



**Wright Way Staffing  
6501 Aaron Aronov Drive  
Fairfield, AL 35064  
205-639-1234**

### **Employment Agreement**

Congratulations employment candidate. Wright Way Staffing is extending an offer of employment to you. After careful consideration of your candidate profile, we believe your skills and experience would be a good match for Wright Way Staffing, providing that you pass a drug test and background check.

The position offered, along with its terms and conditions, are described in Schedule A below. Your employment with Wright Way Staffing is on an at-will basis, which means both you and Wright Way Staffing are free to terminate the employment relationship at any time for any reason.

We look forward to having you join our team! If you should have any questions, please do not hesitate to contact the Wright Way Staffing office for more information.

### **Terms and Conditions of Employment**

This is an Agreement between Wright Way Staffing and the below-signed employee ("Employee"). The Agreement is effective immediately as of the date signed, commenced, and indicated on Schedule A below.

In consideration of the employment opportunity provided by Wright Way Staffing, the Employee, intending to be legally bound, agrees to the following:

1. **Term of Agreement.** This Agreement is effective on the effective date and shall remain in effect throughout the term of your employment with Wright Way Staffing and for a period of one year thereafter.
2. **Adherence to Policies and Procedures.** The Employee hereby attests that they have received and read a copy of Wright Way Staffing's Employee Handbook, and further attests that they agree to abide by all the terms and conditions outlined therein.
3. **Background Check.** The Employee authorizes Wright Way Staffing to investigate his or her background and qualifications for purposes of evaluating whether the Employee is qualified for the position being offered. The Employee authorizes such an investigation by information services and outside entities of Wright Way Staffing's choice. The Employee acknowledges that he or she may withhold their permission and that in such a case, no investigation will be done, and the Employee's application for employment will not be processed further. If the

Employee authorizes a background check to be performed, the Employee also consents to have the costs of the background check to be deducted from his or her earnings during the first three pay periods.

4. Drug Testing. The employee attests that he or she has received a copy of Wright Way Staffing's drug-free and alcohol-free workplace policy, understands all the provisions of the policy, and agrees to abide by those provisions. The Employee consents and authorizes the costs of the initial drug test and drug screen to be deducted from his or her earnings.
5. Notice of Availability. The Employee acknowledges it is his or her responsibility to call the Wright Way Staffing office every morning between 8:00 AM and 9:00 AM to check on employment availability while pending placement on assignment; additionally, after Wright Way Staffing sends the Employee out on assignment, and said assignment ends, the Employee agrees to call the Wright Way Staffing office every day between 8:00 AM and 9:00 AM to check for alternative employment availability. If the Employee fails to notify Wright Way Staffing of his or her availability, the Employee will be deemed unavailable.
6. Agreement to Fulfill Duty. If Wright Way Staffing sends the Employee out on assignment, and the Employee is dissatisfied with said assignment, the Employee agrees to finish out the work day, providing there is no emergency justifying leave. In the event the Employee walks off the assignment, the Employee's hourly pay will be reduced to minimum wage for that pay period.
7. Prohibition Against Direct Employment with Clients. The Employee agrees that at no time during the term of his or her employment with Wright Way Staffing will they accept direct employment with a Wright Way Staffing client to which the Employee was referred; if the Employee violates this ban and accepts a direct offer of employment from the client, the Employee must pay an employment referral fee equal to one month's salary, unless terms or arrangements have been made with both Wright Way Staffing and the client beforehand.
8. Non-solicitation of Employees After Termination of Agreement. During the term of his or her employment, and for a period of one (1) year immediately thereafter, the Employee agrees not to solicit any employee or independent contractor of Wright Way Staffing on behalf of any other business enterprise, nor shall the Employee induce any other employee or independent contractor associated with Wright Way Staffing to terminate or breach an employment, contract, or other relationship with Wright Way Staffing.
9. Non-Solicitation of Customers After Termination of Agreement. For a period of one (1) year following the termination of his or her employment, the Employee shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of Wright Way Staffing or any other information pertaining to them. Neither shall the Employee call on, solicit, take away, or attempt to call on, solicit, or take away any customer of Wright Way Staffing on whom he or her has called or with whom the Employee became acquainted during the term of their employment, as the direct or indirect result of the Employee's employment with Wright Way Staffing.

10. Injunctive Relief. The Employee hereby acknowledges: (i) that Wright Way Staffing will suffer irreparable harm if the Employee breaches his or her obligations under this Agreement; and (ii) that monetary damages may be inadequate to compensate Wright Way Staffing for such a breach. Therefore, if the Employee breaches any of such provisions, then Wright Way Staffing shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
11. Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
12. Modifications. This Agreement may be modified only by a writing executed by both the Employee and Wright Way Staffing.
13. Jurisdiction and Venue. This Agreement is to be construed pursuant to the laws of the State of Alabama. The Employee agrees to submit to the jurisdiction and venue of any court of competent jurisdiction in Alabama.

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Employee Name

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Employee Signature

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Date

By your signature you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all the terms of the Agreement, and that you have received a copy of the Agreement.



**Schedule A**

The details of the position and its compensation are as follows:

**Details of the Position**

Position: \_\_\_\_\_ Starting date: \_\_\_\_\_

Report to: \_\_\_\_\_

Point of contact: \_\_\_\_\_ Tel: \_\_\_\_\_

**Compensation**

Base pay rate: [ ] Wages \_\_\_\_\_ or [ ] Salary \_\_\_\_\_

Commission: \_\_\_\_\_

\_\_\_\_\_

Per Diem: \_\_\_\_\_ Reimbursable expenses: \_\_\_\_\_

\_\_\_\_\_

**Verification**

EMPLOYEE

WRIGHT WAY STAFFING

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date