



# ELLIEBLUAGENCY

## **CANDIDATE AGREEMENT**

**Ellie Blu Agency, LLC**, Placement Agency (“**Agency**”) is a referral service that pre-screens and refers Candidates (“**Candidate**”) to potential Agency Clients (“**Clients**”). Candidate has contacted the Agency seeking assistance in job placement, as a Candidate with an Employing Client.

### **RESPONSIBILITIES:**

#### A) Agency

The Agency will review Candidate application. If approved, Agency will schedule a personal interview. The Agency will then perform work eligibility verification, past employment, education verification, reference check, full criminal background screening, and current CPR Certification (childcare positions only), before the first day of work. If requested, Agency may provide information to Candidate for assistance in obtaining CPR Certification. The Agency will decide in its sole discretion whether a Candidate is suitable for placement with potential Clients based on a combination of all provided information.

#### B) Candidate

Candidate shall provide accurate and necessary information for Agency to conduct background screening. Candidate acknowledges that all references submitted by Candidate may be contacted. Candidate shall schedule and appear to all confirmed interviews with potential Clients. Candidate will submit a current CPR Certification verification, before the first day of work (childcare positions only).

Candidate accepts and understands that through criminal background screenings and past history verification is essential to be accepted by Agency. All of this information will be made available to prospective employers.

## **NO GUARANTEE POLICY:**

Candidate acknowledges and agrees that despite Agency's best efforts to place Candidate with a client, there is no guarantee that employment will be obtained for Candidate. Candidate understands that ultimate employment is solely based on the Clients decision.

## **RELATIONSHIP BETWEEN BOTH PARTIES:**

- A) Candidate understands and agrees that the Agency is not the Candidate's employer. Candidate and/or the Clients shall define the manner of Candidate's services and provide any equipment necessary. The nature of the Candidate /Agency relationship is as independent contractors and the Agency merely provides a service whereby Candidate might find work with Clients as a source of referrals. Candidate is free to accept or reject any work referred by the Agency.
- B) Candidate agrees that he or she will file federal and state income tax returns either as a business entity or as 1099 employee, as part of Candidate's personal income tax returns. Candidate agrees that he or she is not eligible to participate in any benefit plans of the Agency under any circumstances, even if the Candidate should be found to be an employee of the Agency, by any Governmental Agency or Court.

## **OTHER AGENCIES:**

Candidate may work with other referral agencies and perform work for employers, not associated with this Agency and is encouraged to do so.

## **CONFIDENTIALITY, NON-SOLICIT OF CURRENT CLIENTS, THEFT OF SERVICES:**

- A) **On-Call Services**. Candidate shall not give their personal information, including but not limited to; phone numbers, email addresses or mailing address to any employing Client at any time, without written permission from the Agency. Candidate shall contact Clients **THROUGH AGENCY ONLY** and may only accept additional work requests from Clients, through Agency. At **NO TIME** may Candidate solicit work form Clients that are registered with Agency during the term of this Agreement.

- B) **Permanent Placement Services**: Once Candidate has been permanently placed with a single Client for twelve (12) months, Candidate will no longer owe a duty to notify Agency of changes in the work commitment with Client.
- C) **Interviews**: Candidate shall have no further contact with Client, if they were declined for a position after interview. Candidate agrees they will not call, text or email Client without written consent from the Agency. At **NO TIME** may Candidate solicit work from Clients that are registered with Agency during the term of this Agreement.
- D) **Theft of Services**: Violation of the above provision(s) shall constitute a Theft of Services and result in Candidate to pay one thousand dollar (\$1000.00) charge in liquidated damages. THE PARTIES AGREE THE DAMAGES SET FORTH IN THIS SECTION ARE LIQUIDATED DAMAGES AND NOT PENALITIES AND THAT THEY ARE REASONABLE IN LIGHT OF THE HARM THAT WILL BE CAUSED BY ANY CLAIM, THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE ARE INFEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY.

**INCORPORATED DOCUMENTS:**

Candidate's application and the permanent Candidate/Client Work Agreement (if applicable), are incorporated to this Agreement, by this reference. Additionally, any Agency policies or handbooks currently in place or later adopted by Agency are incorporated by this reference.

**DISPUTES:**

The laws of the State of Georgia will govern this Agreement. Any disputes, claims, or causes of action arising out for or in connection with this Agreement or any services herein, will be subject to the exclusive jurisdiction of the state and federal courts located in the State of Georgia, although the parties may agree to arbitration. Furthermore, the prevailing party will be entitled to recover all attorney's fees, expert fees, non-judicially recoverable costs and court costs associated with the dispute.

**I have acknowledged that I have read, download and retain a copy of the foregoing statements and agree to these terms and conditions in this Agreement.**

Last Revised: 6/2/14



[www.elliebluagency.com](http://www.elliebluagency.com)

888-724-8977