



Shoman Staffing Services Client Release

This agreement is between:

Client: _____ (“client”)

Client Address: _____

and Shoman Staffing Services 5810 Lomas NE Albuquerque, NM 87108.

1. Client has requested Shoman Staffing to provide field employees to perform assignments that involve or may involve the operation of but not limited to vehicles, computers, powered industrial trucks, forklifts owned, leased or used by Client or the operation of other Client equipment (all such vehicles and equipment including computers are hereafter referred to as “Client Equipment”). Client understands that Shoman Staffing has no control over, or right to control Client’s business operations, including Client’s Equipment and its maintenance. Shoman Staffing does not exercise any direct supervision over its field employees in the performance of their duties with Client. Business operations anticipate breakdowns in Client Equipment, production errors, material waste and spoilage, as well as damage to property and loss of use. Responsibility for any loss and damage rests with the Client.
2. Shoman Staffing agrees to provide workers’ compensation insurance for its employees (statutory limits) as well as general liability insurance coverage for its duties related to providing the field employees (in amounts reasonably satisfactory to client). Client agrees to maintain auto and general liability insurance to cover Client business operations which will be primary with respect to any claims for loss, including but not limited to bodily injury or property damage arising from the use, ownership or maintenance of any Client Equipment or services.
3. In consideration of Shoman Staffing furnishing field employees under the above circumstances, Client agrees that neither Shoman nor its officers, directors, employees or insurers shall be liable for property damage or bodily injury (except for coverage provided by workers’ compensation) resulting from the operation of Client Equipment or services by any Shoman Staffing field employee. Client agrees to indemnify, defend and hold Shoman Staffing, its affiliated companies, officers, managers, members, agents and employees harmless from any and all loss liability or claim resulting from the use, ownership or maintenance of any Client Equipment or client services.
4. As required by Federal and state workplace safety standards, Client agrees to provide Shoman Staffing field employees specific training for the specific Client Equipment to be operated in the specific environment of operation. Client is responsible for the safe operating condition of Client Equipment and for processes to verify the Shoman Staffing field employee’s skills, abilities and qualifications to operate the Client Equipment. Client is responsible for adhering to all regulations concerning training, documentation, disposal and/or testing required by any regulatory agency associated with the performance of work by Shoman Staffing field employees at Client’s worksite or client services.
5. Additionally, Client agrees that Shoman Staffing will not be responsible for any cash, securities, negotiable instruments, credit cards or other valuables to which Shoman Staffing employee may have been exposed or left in the care, custody or control of the Shoman Staffing field employee. Responsibility for any loss or damage from such entrustment rest with Client.
6. No oral statement may modify the terms of this Client Release.

For Client:

Signature

Name (Print)

Title

Date

For Shoman Staffing:

Signature

Title

Date