

# Staffing Agreement

Employer Solutions Staffing Group, LLC (ESSG), with its principal office located at 7301 Ohms Lane, Suite 405, Edina, MN 55439 ("ESSG"), and **Primera Foods** ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

## **ESSG's Duties and Responsibilities**

1. ESSG will—
  - a. By and through the services of **MEB Resources**, recruit, screen, interview and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A;
  - b. Pay Assigned Employees' wages;
  - c. Pay, withhold and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.

## **CLIENT's Duties and Responsibilities**

2. CLIENT will—
  - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services and intellectual property;
  - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without ESSG's express prior written approval or as strictly required by the job description provided to ESSG. Client shall not permit ESSG's employees to operate motor vehicles without express permission from ESSG. ESSG's Insurance does not cover loss or damage caused by ESSG's employees' operating the Client's owned or leased motor vehicle(s), and the Client therefore accepts full responsibility for and will indemnify ESSG from any and all claims, including the defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of an employee operating such vehicles(s), or arising out of or involving violation by the Client of this Paragraph;
  - c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site. ESSG and ESSG's workers' compensation carrier shall have the right to inspect Client's premises during normal business hours and to make recommendations pertaining to job safety. It is agreed that ESSG, by inspecting such premises or by not inspecting such premises, assumes neither liability nor responsibility for any unsafe working condition that may exist;
  - d. Not change Assigned Employees' job duties without ESSG's express prior written approval; and
  - e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

**Payment Terms, Bill Rates and Fees**

3. CLIENT will pay ESSG for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. ESSG will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. CLIENT agrees to pay the costs of collection, including attorneys' fees and costs, if CLIENT fails to pay amounts that are due and outstanding under this Agreement.
  
5. Client may hire an assigned employee for permanent employment after **480 hours** of service have elapsed. Upon completion of **480** hours, the employee may rollover to a permanent position if the client desires at no additional fee of the Agreement.
  
6. Client is not obligated to hire an employee upon the completion of the 480 hours and the employee may continue to work for Client as an assigned employee under this Agreement after **480** hours of service.
  
7. Should Client desire to permanently hire an employee before the **480** hours of paid service have elapsed, Client may do so at the following rate:

$$(\text{bill rate} - \text{pay rate}) \times \text{remaining hours} = \text{conversion fee}$$

**Duration of Agreement**

8. This Agreement shall be for a term of one year and may be renewed by the parties thereafter for subsequent terms.

**AGREED TO:**

**Employer Solutions Staffing Group LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_  
7301 Ohms Lane, Suite 405  
Edina, Minnesota 55439

**Client: Primera Foods**

By: Kari Willers

Title: Human Resources

Date: 1/5/12

Address: 1212 South 8th St.  
CAMERON, WI 54822

**Exhibit A  
Rate Schedule**

Job Title or Description	Shift	Hourly Pay Rate	Hourly Bill Rate
Operators	1 <sup>st</sup>	10.07	13.90
Operators	3rd	11.07	15.28
Liquid Process Operator	3rd	11.07 + \$1.00 shift = * 12.07	16.66

AGREED:

Client: Primera Foods

By Kari Wilkers  
Its Human Resources

Dated: 1/5/12



**New Staffing Client information Sheet**

Company Name Primera Foods  
Contact Name Kari Willers  
Billing Address 612 S. 8th St  
PO Box 373 Cameron, WI 54822  
Billing email Kwillers@primerafoods.com  
Physical employee location address 10 South Main St  
Altura, MN 55910  
Phone 507-796-9100  
Fax number \_\_\_\_\_  
Number of employees 6-10  
Date employees will become employees of ESSG N/A  
What state will the employees be working in? MN  
Nature of company's business  
Food plant. Egg mixing  
Summary of job descriptions involved  
Liquid operators. Unloading liquid, pasteurize and dry product.  
WC Code(s) 4825  
Billing Rate(s) 1.38

**FOR OFFICE USE ONLY**

Company \_\_\_\_\_  
Class Code \_\_\_\_\_  
Ins Co \_\_\_\_\_  
WC Rate \_\_\_\_\_  
Internal Rate \_\_\_\_\_

**CREDIT INFORMATION**  
**PRIMERA FOODS CORPORATON**

P.O. Box 373  
612 S. 8<sup>th</sup> Street  
Cameron, WI 54822  
PHONE: (715) 458-4075 FAX: (715) 458-4078

**FEDERAL ID # 81-0559388**  
**TAX EXEMPT**

**DUNS: 602804361**

TYPE OF OWNERSHIP: Corporation  
LINE OF BUSINESS: Manufacturing YEAR ESTABLISHED: 1986  
PRINCIPAL OWNER: ESI Holding Corp.

**Application for credit is hereby made and the following references given. It is understood that this information will be held in strict confidence and used only by your credit department.**

**BANK INFORMATION:**

NAME: JP Morgan Chase – Wisconsin ATTN: Ms. Cherrill Bush  
ADDRESS: 111 E Wisconsin Ave, Milwaukee, WI 53201

PHONE: (414) 977-6737 FAX: (414) 977-6788 ACCOUNT#: 623469194

**BUSINESS REFERENCES WHERE CREDIT IS NOW EXTENDED:**

CONTACT: Claudia T. Turner	CONTACT: John Gromek
COMPANY: Domino Foods	COMAPNY: US Energy
ADDRESS: 1100 Key Hwy East Baltimore, MD 21230	ADDRESS: 605 N Hwy 169 Plymouth, MN 55441

PHONE: (410) 783-9761	PHONE: (763) 543-4600
FAX: (561) 838-9239	FAX: (763) 543-4603

CONTACT: Ms. Nikki Van Oort  
COMPANY: Center Fresh Egg Farm  
ADDRESS: 241 St. Andrews Way  
Sioux Center, IA 51250  
PHONE: (712) 722-0132  
FAX: (712) 722-0422

The undersigned agrees to comply with the payment plan that you designate for charges we incur.

**SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**  
**TITLE: ACCOUNTING**