

# Contract Attorney Agreement

Cambridge Placements, Inc. d/b/a CambridgeStaff (hereinafter referred to as "Cambridge") and \_\_\_\_\_ (hereinafter referred to as "Contract Attorney") hereby agree to be governed by the provisions of this Agreement, as follows:

## 1. Services

Cambridge hereby engages Contract Attorney as the part-time employee of Cambridge pursuant to the provisions of this Agreement. Cambridge shall offer the services of Contract Attorney to certain clients ("Clients") of Cambridge in return for the payment of certain sums agreed upon in writing between such Clients and Cambridge. Contract Attorney agrees to promptly go for interviews at the offices of any Clients of Cambridge at such times as Cambridge shall direct. In the event Cambridge notifies Contract Attorney that a Client has agreed to accept Contract Attorney to perform a task or a series of tasks, Contract Attorney agrees to report for work at such time and for such hours as shall be specified by any Client, to perform such legal services as the Client shall direct to the best of Contract Attorney's ability, to follow all directions given by the Client in connection therewith and to conform to all of the Client's office procedures and policies applicable to contract attorneys. Contract Attorney agrees not to accept other engagements during the term of this Agreement which would conflict with, preclude or inhibit in any manner the ability of Contract Attorney to provide the services contemplated by this Agreement. Contract Attorney acknowledges and agrees that for all purposes Contract Attorney shall be the employee of Cambridge, and not of the Client, although the Client, and not Cambridge, shall direct Contract Attorney in all aspects of Contract Attorney's performance of legal services on its behalf. Contract Attorney agrees to comply with all written policies and procedures for contract attorneys which may be established and revised from time to time by Cambridge and which may be provided by Cambridge to Contract Attorney. Contract Attorney acknowledges and agrees that there is no assurance that Cambridge will succeed in placing Contract Attorney with any Client or for any minimum number of hours of any week or month during the term of this Agreement.

## 2. Term

This Agreement is effective for one year after the date hereof, and shall automatically be extended from year to year unless terminated by either party. Each party may terminate this Agreement at any time upon written notice to the other party, effective two weeks following the receipt of such notice.

## 3. Verification of Credentials

Contract Attorney hereby represents and warrants to Cambridge and to the Clients that the specifics of the resume and other employment, education and bar admission information as provided by Contract Attorney to Cambridge is complete and accurate in all respects and constitutes a material portion of the inducement to Cambridge to enter into this Agreement and will be a material element of the inducement to Clients to agree to engage the services of Contract Attorney. Contract Attorney agrees to indemnify and hold Cambridge harmless from all claims or damages suffered by Cambridge which are attributable in part or in whole to any omissions or inaccuracies as contained in any such information.

## 4. Conflict of Interest

Contract Attorney recognizes that Cambridge has no means of determining whether Contract Attorney shall have a conflict of interest with any client of the Client. Accordingly, Contract Attorney assumes full responsibility for ensuring that Contract Attorney has resolved with each Client, prior to commencement of services on behalf of that Client, that the Contract Attorney has no such conflict of interest. In the event Contract Attorney has what either Contract Attorney or any Client determines to be a conflict of interest with any client of that Client, Contract Attorney agrees to provide no services on behalf of that Client, and

any services provided prior to the time the Client and Contract Attorney shall both have determined that there is such conflict shall not be compensable pursuant to this Agreement.

**5. Notice of dissatisfaction**

In the event any Client notifies Cambridge of any dissatisfaction with the manner in which services are being provided by Contract Attorney, Cambridge shall endeavor to advise Contract Attorney of the substance of the Client's dissatisfaction. Contract Attorney agrees to be promptly responsive to any such issues which are made known to Contract Attorney, either by the Client or by Cambridge, and to assert a diligent effort to perform all services to the complete satisfaction of the Client. In the event Contract Attorney is unsuccessful in providing a prompt resolution of any such problem in a manner which is completely satisfactory to the Client, in its sole discretion, Contract Attorney recognizes that the Client has the right to summarily terminate the services of Contract Attorney.

**6. Insurance**

Cambridge shall maintain during the term of this Agreement: (1) Workers' Compensation insurance as prescribed by the law of the state in which the work is performed; (2) Employer's Liability insurance with limits of at least \$1,000,000 for each occurrence; (3) Comprehensive General Liability insurance with limits of at least \$250,000 each person and \$500,000 each occurrence for bodily injury and \$100,000 for property damage, including contractual liability coverage; and (4) excess umbrella liability insurance with a limit of at least \$1,000,000. The foregoing notwithstanding, Contract Attorney agrees that neither Cambridge nor its insurance company shall have any liability for any misfeasance or malfeasance by Contract Attorney in the course of performing tasks as directed by any Clients and that the only insurance, if any, which shall cover any such misfeasance or malfeasance shall be the Clients' professional liability insurance. In no event shall Cambridge have any responsibility for any health insurance, fringe benefits, pension plans, paid vacation time, paid holidays or paid sick leave or death benefits for Contract Attorney, it being understood and agreed that Contract Attorney is a part-time, hourly employee for all purposes.

**7. Additional expenses**

Neither Cambridge nor any Client shall have any responsibility to pay any expenses incurred by Contract Attorney including, without limitation, automobile mileage or parking, transportation, lodging, meals or child care, except in specific instances where such reimbursements have been authorized in advance in writing by a Client, in which event the Client shall reimburse such expenses directly to Contract Attorney. In no event shall Contract Attorney have the authority to incur any expenses or obligations whatsoever on behalf of Cambridge or any Clients, and Contract Attorney hereby indemnifies and agrees to hold Cambridge and the Clients on whose behalf Contract Attorney is engaged harmless with regard to all claims which relate thereto.

**8. No Office facilities**

Contract Attorney acknowledges and agrees that no office support or facilities are being provided to him or her by Cambridge pursuant to this Agreement, and that the only support or facilities which will be available will be those provided by Clients in connection with specific tasks for which Contract Attorney is engaged to perform.

**9. Verification of Time Sheets**

Cambridge shall endeavor to maintain accurate and complete time records of all services performed by Contract Attorney pursuant to this Agreement. Fees due and payable by Cambridge to Contract Attorney shall be computed on the basis of actual hours worked (excluding travel, lunch and break time) by Contract Attorney, at the fixed hourly rate of \$\_\_\_\_.00 per hour (except that in certain instances Cambridge may request that Contract Attorney agree to a different hourly rate, which shall be applicable only if Contract Attorney approves the different rate, which shall be acknowledged in a letter from Cambridge to Contract Attorney). This fixed hourly rate (or any different rate approved by the Contract Attorney) shall continue to

be applicable unless and until this Agreement shall be amended in writing with the mutual concurrence of Cambridge and Contract Attorney, in which event the fixed hourly rate (or any different rate approved by the Contract Attorney) shall be adjusted to conform to that amendment. Contract Attorney will be subject to the Federal Standards Act, and to the extent required thereby will be paid time and one-half for all time in excess of forty hours per week.

**10. Payments to Contract Attorney**

On Friday of each week, Contract Attorney agrees to cause his or her direct supervisor at the office of the Client to approve the Contract Attorney's time sheets (on the forms provided by Cambridge) including overtime for the time spent by Contract Attorney that week on work performed on behalf of that Client. A copy of each such approved time sheet shall then be delivered by Contract Attorney to Cambridge no later than noon of the following Monday. On the fifteenth of each month (or the last regular work day prior to the fifteenth, if the fifteenth falls on a weekend or a holiday) and on the last regular work day of each month, Cambridge shall mail a check to Contract Attorney in the amount determined by multiplying the aforesaid hourly rate by the number of hours shown on approved time sheets delivered to Cambridge no later than five business days prior to each such payday, less appropriate deductions and withholding. Contract Attorney acknowledges and agrees that Cambridge shall have no obligation to make any payments to Contract Attorney until all appropriate time sheets have been properly completed by Contract Attorney, approved by the Client and delivered by Contract Attorney to Cambridge as aforesaid and until all employment and withholding forms have been properly and fully completed and delivered by Contract Attorney to Cambridge.

**11. Profits of Cambridge**

Contract Attorney acknowledges and agrees that Cambridge shall be compensated by Clients for the services provided by Contract Attorney at a rate greater than the rate at which Contract Attorney shall be compensated by Cambridge. In no event shall Contract Attorney be entitled to participate to any extent in such compensation except to the extent of payments made by Cambridge to Contract Attorney pursuant to Paragraph 10 hereof. Contract Attorney agrees that his or her hourly rates under this Agreement are not to be negotiated or discussed by Contract Attorney with any Clients or with any other persons, either during the term of following the termination of this Agreement, and that in no event shall Contract Attorney seek any direct employment by any Client on whose behalf Contract Attorney has provided services during the term of this Agreement or for a period of six months from and after the termination of this Agreement without first obtaining the prior written approval of Cambridge.

**12. Equal Employment**

Cambridge shall not discriminate against any employee or applicant for Contract Attorney because of race, age, color, religion, disability, sex or national origin. Cambridge shall diligently endeavor to assure that applicants are employed, and are treated during employment, without regard to their race, age, color, religion, handicap, sex or national origin, but Contract Attorney acknowledges and agrees that Cambridge shall have no control over the employment practices and relations of any Clients.

**13. Notices**

All notices hereunder shall be given in writing by U.S. Mail, by personal delivery, commercial overnight courier or facsimile, each of which shall be effective upon delivery thereof to the addressee or the rejection of the delivery thereof by the addressee, sent to the following addresses:

as to Cambridge:

CambridgeStaff  
Four Piedmont Center, Suite 200  
3575 Piedmont Road  
Atlanta, Georgia 30305

Facsimile: 404/842-2805

as to Contract Attorney:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_ / \_\_\_\_\_ - \_\_\_\_\_

or to such other address as either party shall theretofore have given the other proper notice.

**14. Survival of Provisions**

The provisions of Paragraphs 3, 7 and 11 shall survive any termination of this Agreement.

**15. Entire Agreement**

This Agreement contains the entire understanding between the parties and supersedes any prior understandings or agreements between them respecting the subject matter hereof.

Entered in this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

“Cambridge”

“Contract Attorney”

CambridgeStaff, Inc.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Home Telephone \_\_\_\_\_

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