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## Subcontractor Quality Labor Standards Compliance Agreement

Movers Specialty Service, Inc. (MSS) has always maintained quality service requirements for all Subcontractors approved to perform work and/or assign service providers to MSS orders. These mandates include the following Quality Labor Standards:

1. Compliance with all applicable federal, state and local laws related to engagement of employees and contractors, including, but not limited to: Equal Employment Opportunity, Wage and Hour Laws, Individuals Authorized to Work regulations, Workers' Compensation, taxing authorities and contractor compliance, and Health & Safety Requirements.
2. Practices consistent with Drug Free Workplace standards.
3. Practices consistent with the [MSS Code of Conduct](#). Specifically, a commitment to Diversity & Non-Harassment.
4. Presentation of photo ID at residence and verification of identity upon request.
5. Engaging only highly qualified, well-trained and technically proficient personnel, fit for duty, adequately equipped and fully capable of performing quality workmanship.
6. Stringent on-boarding due diligence and candidate screening, including work/character references, and subjecting all personnel (both employees and contractors) to background checks.

Moreover, any person engaged to provide services at residence on MSS orders must minimally meet relocation-industry accepted **MSS Suitability Guidelines** (F750-52). Subcontractors or individual service providers who do not meet these minimal standards are prohibited from providing services at residence for MSS orders. Subcontractors who do not certify agreement to these terms cannot be an approved vendor for MSS.

By your signature below, you ("Subcontractor") are acknowledging current and future compliance with MSS Quality Labor Standards. Additionally, you agree to the following:

- Mandatory registration to the MSS BGC WEBSITE powered by ClearStar. Full registration includes input of ALL individuals assigned by Subcontractors to provide services at residence for MSS orders (including Principal/Owner).
- Submission and completion of new background checks upon the expiration timeframe (*currently a three year period*) then in effect.
- The Subcontractor agrees to bear the cost of background checks (consumer reports) and to make payment terms directly to ClearStar.
- The Subcontractor agrees to utilize the MSS BGC WEBSITE only for its intended purpose and to comply with all federal, state and local requirements related to investigative consumer reports.
- The Subcontractor agrees to obtain an approved ID Badge from MSS after completion of any initial background check and each subsequent renewal background check for all individuals assigned by Subcontractors to provide services at residence for MSS orders.



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- Subcontractor agrees to indemnify and hold harmless MSS for any and all actions resulting from the Subcontractor’s access and use of the MSS BGC WEBSITE and/or related in any way to the screening, hiring or engagement of Subcontractor’s workforce, including, but not limited to, any and all matters related to Subcontractor’s employment decisions, compliance with applicable wage and hour laws, and/or any actions of Subcontractor’s employees or contracted personnel while in service to the Subcontractor, including while providing services at residence for MSS orders.
- Subcontractor agrees that designation of “Eligible” status of Subcontractor personnel through the MSS BGC WEBSITE does NOT, in itself, mean or represent the individual meets all MSS Suitability Guidelines and the final decision to qualify must be made by the Subcontractor, not MSS. As such, MSS is not legally or contractually liable for Subcontractor’s decision.
- Notwithstanding acceptance and full compliance with MSS Quality Labor Standards, Subcontractor agrees its relationship with MSS is as an independent contractor. As such, Subcontractor enjoys and exercises freedoms associated with such status, including the right to screen, hire, train and assign personnel at it deems appropriate and, therefore, Subcontractor assumes full legal, financial and ethical responsibility for the actions of its workforce. Subcontractor specifically warrants compliance with MSS Quality Labor Standards in no way implies an employment relationship between MSS and Subcontractor or Subcontractor’s employees or contract workers.

**Compliance Agreement:**

I hereby certify full compliance with this Subcontractor Quality Labor Standards Compliance Agreement described herein, including adherence to the Amendments above. I further certify all personnel authorized by me and engaged to provide services at residence for MSS orders meet **MSS Suitability Guidelines** (F750-52). I further agree to inform MSS immediately of any change in compliance status or addition of personnel using the MSS BGC WEBSITE.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NAME / Owner** \_\_\_\_\_

**Subcontractor Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

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