

## **EMPLOYEE ARBITRATION AGREEMENT**

**THIS ARBITRATION AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_ (hereinafter referred to either as “you” or “Employee”), and \_\_\_\_\_ (hereinafter referred to as “Worksite Employer”) and PMI (hereinafter referred to as “Administrative Employer”), and their parents, subsidiaries, affiliates, successors and assigns (hereinafter referred to collectively as “Co-Employers”).

WHEREAS, the Worksite Employer has exclusive control over your employment. Any work performed by you exclusively benefits the Worksite Employer.

WHEREAS, Worksite Employer has a service agreement with the Administrative Employer whereby, in return for a fee, the Administrative Employer has agreed to do the following on behalf of the Worksite Employer: administer payroll, in amounts dictated by the Worksite Employer, including payment of related taxes to the appropriate government agencies; secure workers’ compensation insurance and remit premiums to the workers’ compensation carrier; and, comply with regulatory requirements relating to reporting and payment of unemployment taxes.

In consideration of employment or continued employment with your Co-Employers, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties acknowledge and agree as follows:

1. Recitals. The foregoing recitals are true and correct, including the recital of consideration.
2. Indemnification. Consistent with applicable law, Employee shall indemnify and hold its Co-Employers harmless from and against any and all claims, demands, and actions arising out of Employee’s breach, or alleged breach, of this Agreement, and Employee shall reimburse either Co-Employer for any and all costs, damages and expenses; including, without limitation, all reasonable attorney’s fees and costs, which either Co-Employer pays or becomes obligated to pay by reason of such allegations or breach. An example of Employee’s breach of this Agreement would be if Employee filed a lawsuit based upon alleged claims related to Employee’s employment.
3. Assignment. The Co-Employers may assign and/or transfer this Agreement without restriction. Employee may not assign or transfer this Agreement and any such attempt shall be void.
4. Notices. Any notice, including a notice of claim, that is required or permitted pursuant to the terms of this Agreement or arbitration rules shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. Mail, registered or certified, postage prepaid and addressed to the party as follows:

Payroll Management, Inc.  
348 Miracle Strip Parkway H39  
Fort Walton Beach, FL 32548

5. No Waiver or Release. Failure of either Co-Employer to require performance of any provision of this Agreement shall not limit either Co-Employer's right to enforce the provision, nor shall either Co-Employer's waiver of the breach of any provision be a waiver by either Co-Employer of any succeeding breach of any provision or a waiver of the provision itself or any other provision. Employee agrees that the termination of Employee's employment by the Worksite Employer for any reason whatsoever, whether with or without cause, shall not release Employee from any of Employee's obligations contained herein.

6. Arbitration of Claims. Any controversy or claim arising out of or relating to Employee's employment (including co-employment), Employee's separation from employment, and this Agreement, including, but not limited to, claims or actions brought pursuant to federal, state or local laws regarding payment of wages, tort, discrimination, harassment and retaliation, except where specifically prohibited by law, shall be referred to and finally resolved exclusively by binding arbitration in Okaloosa County, Florida, in accordance with the Revised Florida Arbitration Code and by an arbitrator selected by the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties specifically agree that the arbitrator has the right to determine whether a claim is arbitrable under this Agreement. This Agreement binds Employee and the Co-Employers, which means none of those persons or entities can sue any of the others in a court of law. Notwithstanding the above, Employee agrees that there will be no right or authority, and hereby waives any right or authority, for any claims within the scope of this Agreement to be brought, heard or arbitrated as a class or collective action, or in a representative or private attorney general capacity on behalf of a class of persons or the general public. Filing and arbitrator fees shall be in accordance with the arbitration rules and any applicable laws. The arbitrator shall have the authority to apportion the filing fee and costs of arbitration with the presumption that the prevailing party shall be entitled to recover all legitimate costs. Unless provided by statute to the contrary, each party shall bear its/his/her own attorneys' fees. Notwithstanding the provisions of this paragraph, nothing in this Agreement precludes Employee from filing charges with a governmental agency, including but not limited to, the National Labor Relations Board (NLRB), the Equal Employment Opportunity Commission (EEOC), or the Florida Commission on Human Relations (FCHR).

7. Entire Agreement and Amendment. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. Employee agrees that where any portion of this Agreement conflicts with the Employee Handbook, this Agreement shall control. This Agreement may only be modified and/or amended by a written instrument executed by all parties hereto.

8. Severability, Survivability, and Savings. The provisions of this Agreement shall survive the termination of Employee's employment with Co-Employers regardless of whether such termination is with or without cause, whether by Co-Employers or the Employee, and regardless of whether

Employee asserts that either Co-Employer has violated Employee's legal rights in any regard. Each provision of this Agreement is intended to be severable. If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, illegal, or unenforceable in any respect, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is held invalid, shall not be affected thereby and the Agreement shall be construed as if the illegal, invalid or unenforceable provision were never a part hereof.

9. Reapplication. If the employment relationship between the Co-Employers and Employee is terminated for any reason whatsoever, and if Employee is later re-employed by either Co-Employer, this Agreement will be applicable to such re-employment as if there had been no interruption of the employment relationship, without the necessity for the execution of a new Agreement between the parties.

10. Employment at Will. Except for an employee who is a party to a formal, executed Employment Agreement with either Co-Employer, Employee acknowledges and agrees that Employee is and will remain an employee at will, free to resign and subject to termination for any reason whatsoever, notwithstanding anything contained in this Agreement. If Employee is a party to an Employment Agreement with either Co-Employer, then the terms of the Employment Agreement shall remain in full force and effect and shall be read and interpreted in conjunction with this Agreement. In the event that the Employment Agreement and this Agreement conflict, the Employment Agreement shall control.

11. Independent Legal Counsel. Each party hereby acknowledges that said party has had ample opportunity to seek independent legal counsel, and has been represented by, or has otherwise waived its right to be represented by, such independent legal counsel, with respect to the negotiation and execution of this Agreement. If Employee signs this Agreement on Employee's first date of employment without prior opportunity to review with independent legal counsel, Employee has the right to seek independent legal counsel within seven (7) days of such date, and to revoke this Agreement within that same period by providing written notice to the Co-Employers at the address in paragraph 3 above, if Employee so desires, with the understanding that such revocation will be deemed an immediate resignation of employment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement or caused this Agreement to be executed as of the day and year first above written.

**EMPLOYEE:**

\_\_\_\_\_

**CO-EMPLOYERS:**

WORKSITE EMPLOYER  
[CLIENT COMPANY NAME]

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

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

ADMINISTRATIVE EMPLOYER  
PMI

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

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