



Nationwide Staffing Support

RSD Staffing LLC • 10575 Goodwin St, Bonita Springs, FL 34135 • (863) 216-8960 • Info@rsdstaffing.com

Schedule A - Equipment & Vehicle Authorization

Attachment to Staffing Agreement

Company: RSD Staffing LLC **Client:** _____

Staffing Agreement dated: _____ **Schedule A effective date:** _____

A.1 Purpose. This Schedule is part of the Staffing Agreement between RSD Staffing LLC ("Company") and Client (the "Agreement") and carries out Section 9 of the Agreement. For Common Landscaping Equipment, this signed Schedule is the Section 9 release; each use listed in A.6 also requires an Operator Release. Terms defined in the Agreement have the same meaning here. "Assigned Employee" means an Employee (Section 1) assigned to Client. "Operator Release" means Company's Vehicle or Machinery Operator Release Agreement for one Assigned Employee and one A.6 row, signed by both parties.

A.2 Default rule. Unless the use is listed in A.6 and an Operator Release is signed for that Assigned Employee, no Assigned Employee may drive a Motor Vehicle or Utility Cart, operate Powered Machinery, use Excluded Equipment or do Excluded Work. Commercial Motor Vehicles also require A.9A. Common Landscaping Equipment follows A.3(c).

A.3 Definitions.

- (a) **"Motor Vehicle"**: any car, pickup, van, SUV, truck or bus, anywhere (including Client's private property); any other self-propelled vehicle, including a Utility Cart, while on or crossing a Public Road; and any towed trailer or equipment.
- (b) **"Powered Machinery"**: forklifts of every class, powered pallet jacks, reach trucks and order pickers; skid steers, loaders, backhoes and excavators; aerial, boom and scissor lifts; tractors; trenchers, stump grinders and chippers; seated mowers with a deck wider than 52 inches (including zero-turn, fairway, rough and gang mowers); any other ride-on machine; and any machine for which OSHA, an ANSI standard or the manufacturer requires operator training or certification.
- (c) **"Common Landscaping Equipment"**: hand tools, walk-behind and stand-on mowers, seated mowers with a deck of 52 inches or less, string trimmers, blowers, hedge trimmers, edgers and pressure washers. It need not be listed in A.6, but the operator must be at least 18 and trained under A.13 first.
- (d) **"Utility Cart"**: a golf cart, Gator, Workman or similar low-speed vehicle on Client's private property. (e) **"Public Road"**: any road, street or highway open to public traffic, including one crossing or bordering Client's property, and any parking area open to the public.
- (f) **"Commercial Motor Vehicle"**: any vehicle that federal or Florida law treats as a commercial motor vehicle or that requires a commercial driver license, which can include box trucks and pickups towing trailers.
- (g) **"Excluded Equipment"**: chainsaws and powered pole saws. **"Excluded Work"**: work 4 feet or more off the ground from a ladder, roof or similar surface (listed aerial lifts excepted); tree work within 10 feet of a live power line; and applying pesticide, herbicide or fertilizer where Florida requires a license.

A.4 Utility Carts. Utility Carts may be used on Client's private property only if listed in A.6. A cart on or crossing a Public Road is a Motor Vehicle and may go there only if its row says "Crossing" or "Y" and the use and the cart meet Florida law.

A.5 No implied permission. Only A.6 authorizes a use, not a supervisor's instruction, work order, Client policy, or an employee's experience or license. Client will not request or allow an unlisted use, and will stop any it sees and tell Company the same day.

Permitted equipment and vehicles

A.6 Authorized uses. Each row covers only its listed site, job title and equipment. Excluded Equipment or Work may be listed only with Client's training and any legally required license on file. Attach additional rows if needed.

Row	Site/Location	Job title(s)	Equipment or vehicle (Client owns, leases or rents)	Public roads (N / Crossing / Y)	Training or certification required; on file (Y/N)	Effective date
1						
2						
3						
4						
5						
6						

A.6A Operator Release. Required for each employee and row before first use. It may add limits but cannot expand the row.

A.7 Public roads. "N": no driving on or across a Public Road, even between sites. "Crossing": crossing at a marked or lawful crossing only, not driving along the road. "Y": driving on Public Roads allowed.

Driver requirements

A.8 Eligibility. For any "Crossing" or "Y" row, Company will not assign, and Client will not allow to drive, any Assigned Employee unless the employee (a) is at least 21; (b) holds and carries a valid driver license for the vehicle type, with any required endorsement; and (c) has a clean motor vehicle record (MVR), checked by Company as federal privacy and consumer-report laws (including the FCRA) require, before the first driving assignment, every 12 months, and after any reported accident or violation. "Clean" means no DUI, DWI or similar, reckless driving or leaving-the-scene conviction in the last 5 years; no vehicular homicide or manslaughter conviction ever; no current suspension, revocation or cancellation; and no more than 3 moving violations or 2 at-fault accidents in the last 3 years. Company tells Client only whether an employee qualifies, not what the MVR says. **Minimum age 18:** no one under 18 may operate any vehicle, Powered Machinery, Utility Cart, Excluded Equipment or powered landscaping equipment, or do Excluded Work, even where child labor laws allow it. Powered Machinery operators must also meet A.13 to A.15.

A.9 Vehicles. Assigned Employees may use only vehicles and equipment Client owns, leases or rents, never a personal or Company vehicle for Client business (including errands, deliveries, or driving workers, members or guests). Company and its employees will not rent units for Client. Before a leased or rented unit is used, Client must confirm the rental terms allow Assigned Employees to operate it and that the A.17 insurance covers it.

A.9A Commercial Motor Vehicles. Allowed only after both parties sign a separate addendum assigning responsibility for federal and Florida trucking rules (such as driver files, drug and alcohol testing, hours of service and maintenance).

A.10 Conduct. When operating any Motor Vehicle, Powered Machinery or Utility Cart, Assigned Employees must wear seat belts and operator restraints where equipped; not use a handheld phone or other wireless device; carry only the passengers the job requires and the unit is built to seat; follow traffic laws, site rules and manufacturer limits; and never operate while impaired by alcohol, drugs or medication. If Client reasonably believes an employee is breaking these rules or is impaired, Client will stop the employee and notify Company in writing within 24 hours.

A.11 Safe equipment. Client will provide every unit in safe working order with its original safety devices working (such as rollover bars, seat belts, guards, lights and backup alarms); do and record required pre-use checks, including OSHA's daily forklift check; keep registrations, inspections, permits, recalls and maintenance records current; and take unsafe units out of service until repaired. An employee may refuse, without penalty, to operate a unit they reasonably believe is unsafe, and Client will not retaliate against anyone for raising a safety concern.

A.12 Loss of eligibility. An employee who no longer meets A.8, A.10 or A.13 to A.15 will be removed from those duties, and Client will not allow the use after Company's notice (verbal, confirmed by email, is enough). Client will promptly report any license suspension, violation, accident or unsafe operation it learns of. Company handles any resulting employment action and notices.

Training and certification

A.13 Site training. Before first use of any listed item or Common Landscaping Equipment, Client will train the employee on that equipment and site (Client's duty under Section 3 of the Agreement), in words the employee understands, covering the manufacturer's instructions and site hazards (such as slopes, water, drop-offs and traffic). Company's general orientation does not count. Client keeps training records (who, when, trainer, equipment, topics) for 3 years after the assignment and shares them on request.

A.14 Forklifts and similar trucks. Client will train, evaluate and certify each operator on its own equipment and site as OSHA requires (29 CFR 1910.178(l)), send Company the certification before first use, and re-train and re-evaluate at least every 3 years and after an accident or near miss, unsafe operation, a different type of truck, or changed workplace conditions.

A.15 Aerial lifts, ride-on mowers and tractors. For aerial lifts, Client will provide operator training and familiarization meeting ANSI A92 and OSHA rules, and supply and require the fall protection the law and the manufacturer call for. For ride-on mowers and tractors, Client will mark off slopes and areas near water where they may not go, train employees on them, and make sure rollover bars stay up and seat belts are worn, within the manufacturer's slope limits.

A.16 Protective equipment. Client will provide equipment-specific protective gear (PPE), including hearing protection, at no cost to employees as OSHA requires, and will require its use.

A.16A Supervision. Client directs and supervises Assigned Employees' day-to-day use of all equipment and vehicles at its sites.

Insurance

A.17 Client insurance. Client will carry, with insurers rated at least A- VII by A.M. Best: (a) auto liability covering every vehicle Assigned Employees drive, with them covered as authorized drivers, of at least \$1,000,000 per accident (combined single limit); (b) general liability covering equipment operations on Client's premises, without excluding temporary workers, of at least \$1,000,000 per occurrence and \$2,000,000 per policy year (aggregate); and (c) property or inland marine coverage for Client's own vehicles and equipment, unless Client covers that loss itself under A.21. Policies (a) and (b) must be **primary and non-contributory** (Client's policy pays first and does not ask Company's insurance to share), name Company as an **additional insured** (Company is covered under Client's policy), and include a **waiver of subrogation** for Company (Client's insurer cannot sue Company to recover what it paid). Client will give Company 30 days' written notice before any policy is canceled, not renewed or reduced. Client's responsibilities are not limited to its policy limits.

A.18 Company insurance. Any insurance Company carries, including the hired and non-owned auto coverage in Section 5 of the Agreement, applies only after Client's insurance is used up ("excess") and does not share costs with it.

A.19 Proof of insurance. Before the first driving or Powered Machinery assignment and at each renewal, Client will send insurance certificates plus copies of the three endorsements listed in A.17. Until then, Company may hold or stop those assignments without liability. Accepting a certificate waives nothing.

Indemnity and damage

A.20 Indemnity. To the fullest extent the law allows, Client will indemnify, defend and hold harmless (pay for, provide and pay for the defense of, and protect from) Company and its members, managers, officers, employees (including Assigned Employees) and insurers (the "Indemnified Parties") from all claims, lawsuits, losses, damages, fines, penalties and costs (including reasonable attorneys' and expert fees, including on appeal) arising from (a) an Assigned Employee's operation of any vehicle, Powered Machinery, Utility Cart, Excluded Equipment or Common Landscaping Equipment, or doing Excluded Work, at Client's direction or on Client's premises, or (b) any use that violates A.5 or A.9. This includes injury to other people and damage to their property; damage to Client's own vehicles and equipment; tickets, tolls and fines; and claims by Client's employees, contractors, members, guests and visitors. **THIS INDEMNITY APPLIES EVEN IF THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENCE OF COMPANY OR ANY ASSIGNED EMPLOYEE.** It does not cover workers' compensation benefits Company owes its own employees.

A.20A How claims are handled. Company will promptly notify Client of a claim in writing; late notice reduces Client's duty only if the delay seriously harmed Client. Client runs the defense with a lawyer Company reasonably accepts, and Company may join with its own lawyer at its own cost. Client may not settle in a way that admits fault for, or binds, an Indemnified Party without its written consent. If Client does not promptly defend, Company may defend itself at Client's cost.

A.21 Client's own property. Client waives, and will have its insurers waive, all claims against the Indemnified Parties for loss of or damage to vehicles and equipment Client owns, leases or rents that Assigned Employees operate, even if caused by their negligence, and will look only to its own insurance or funds.

A.22 Exception. A.20 and A.21 do not apply to the extent a loss is caused by the gross negligence (conduct far worse than ordinary carelessness) or willful misconduct (intentional wrongdoing) of Company's own management employees, not Assigned Employees.

A.22A Limit on Company's liability. To the extent the law allows, (a) Company is not liable under this Schedule for indirect, consequential, special or punitive damages or lost profits, and (b) Company's total liability under this Schedule will not exceed the fees Client paid Company for the employee involved during the 3 months before the event. This does not limit Client's obligations or Company's payroll duties under Section 4 of the Agreement.

A.23 How this fits with the Agreement. Except for A.22 and A.22A, this Schedule adds to, and does not reduce, Sections 5 and 12 of the Agreement.

Workers' compensation and billing

A.24 Disclosure. Client will tell Company in writing about all driving and machinery duties before the assignment starts and before any change. Undisclosed duties are not authorized, and Client will not assign them (Agreement Section 8).

A.25 Pricing changes. If a listed duty changes a position's workers' compensation class code (for example, from landscape or clerical to driver) or otherwise raises Company's cost, Company may, even though Section 6 of the Agreement sets the markup, change that position's bill rate by written notice effective from the first shift with the new duty, or decline the duty.

A.26 Audit charges. Client pays any added premium, assessments or penalties from a workers' compensation audit that reclassifies a position because of undisclosed or unlisted duties, invoiced under Section 6 of the Agreement.

A.27 Injuries and OSHA records. Client reports any injury to Company immediately (Agreement Section 13) and confirms it in writing within 24 hours. Because Client supervises the day-to-day work, Client records it on its OSHA 300 log (29 CFR 1904.31), makes any OSHA report required of Client, tells Company in time to make any report Company must make, and cooperates with Company's workers' compensation claim.

A.27A Accidents. Client will notify Company within 24 hours (immediately if anyone is hurt or killed) of any accident, collision, property damage, ticket or near miss involving an Assigned Employee's operation; make any legally required police report; keep the unit, its data and video until Company can inspect; and allow post-accident drug or alcohol testing under Company's policy.

Term, changes and signatures

A.28 Term and survival. This Schedule lasts as long as the Agreement. Each Operator Release ends when this Schedule, its A.6 row or the employee's assignment ends. A.17 to A.23, A.26, A.27 and A.27A continue to apply after termination, cancellation or withdrawal for anything that happened before.

A.29 Changes. Any change to A.6, including a new site, job title or equipment type, requires an updated Schedule A signed by both parties before the duty is performed. Changes made any other way do not count.

A.30 Cancelling. Either party may cancel any row, or this whole Schedule, by written notice to the other party's notice email below, effective on receipt for safety reasons and otherwise at the start of the next shift. Cancelling does not erase obligations from earlier use.

A.31 Withdrawal. Company may remove any Assigned Employee from driving or machinery duties at any time, without liability.

A.32 Which document controls. On equipment and vehicle matters, this Schedule controls over the Agreement, any Operator Release, work order, purchase order and Client policy, but Section 18 of the Agreement (Florida law; Lee County courts) still applies. Assigned Employees will also follow any stricter Client safety rule.

A.33 Signing. This Schedule takes effect only after Client signs and Company countersigns. Electronic signatures and separately signed copies count (Fla. Stat. § 668.50).

A.34 General. Notices go to the emails below and take effect on receipt. If a court finds part of this Schedule unenforceable, it will be enforced as far as allowed and the rest stays in effect. Apart from the parties, only the Indemnified Parties may enforce this Schedule. Each signer confirms authority to sign.

	Client	RSD Staffing LLC
Signature		
Name		
Title		
Date		
Notice email		