



Nationwide Staffing Support

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

Vehicle or Machinery Operator Release Agreement

Client Name: _____ Staffing Agreement dated: _____

Employee Name: _____ Employee ID: _____

Site/Location: _____ Job Title: _____

Schedule A dated: _____ Schedule A Row No.: _____

Vehicle/Machinery Description (make, model, unit or serial no.): _____

Owned by: ☐ Client-owned ☐ Client-leased or rented

Public roads (must match the Schedule A row): ☐ N ☐ Crossing ☐ Y

Acknowledgment and Authorization

Client and RSD Staffing agree:

- What this is.** This Release is part of the Staffing Agreement between RSD Staffing LLC ("RSD Staffing") and Client. It is the "Vehicle or Machinery Operator Release Agreement" required by Section 9 of the Staffing Agreement, and it is issued under Schedule A - Equipment & Vehicle Authorization ("Schedule A"). Terms defined in Schedule A or the Staffing Agreement mean the same here. "Employee" means the Assigned Employee named above.
- What it allows.** Only the named Employee may operate only the vehicle or machinery described above, at that site, in that job title, under that Schedule A row and its public-road setting. This Release has no effect unless that row is in a signed, current Schedule A, and it cannot allow more than the row allows.
- Before first use.** The Employee may not operate the equipment until (a) both parties sign this Release, (b) Client completes the Training Confirmation below, including any certification Schedule A sections A.14 and A.15 require, and (c) RSD Staffing completes the Eligibility Confirmation below, including the A.8 driver check for any "Crossing" or "Y" row.
- Never allowed.** This Release never allows a personal vehicle or any unit Client does not own, lease or rent (A.9); a Commercial Motor Vehicle without the signed addendum in A.9A; Excluded Equipment or Excluded Work not listed in the row; or operation by anyone under 18.
- Client's duties.** Client will provide the equipment in safe working order (A.11), supervise its use (A.16A), provide required protective gear at no cost to the Employee (A.16), enforce the rules in A.10, and report injuries, accidents and violations (A.27 and A.27A).
- Insurance.** Client confirms that its insurance meets Schedule A section A.17 and covers the Employee as an authorized operator, and that it has sent RSD Staffing the certificates and endorsements A.19 requires. RSD Staffing's insurance, including its hired and non-owned auto coverage, applies only after Client's insurance is used up (A.18).
- Responsibility for claims.** Client accepts responsibility for claims arising from the Employee's operation of the equipment described above, or from any unauthorized use, and will indemnify, defend and hold harmless (pay for, defend against and protect from) the Indemnified Parties as set out in Schedule A sections A.20, A.20A and A.21. **THIS APPLIES EVEN IF THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE ACTUAL OR ALLEGED NEGLIGENCE OF RSD STAFFING OR THE EMPLOYEE.** The only exception is a loss caused by the gross negligence or willful misconduct of RSD Staffing's own management employees, not Assigned Employees (A.22).

8. **How this fits with other documents.** Except for A.22 and A.22A, this Release adds to the Staffing Agreement (including Sections 5 and 12) and Schedule A and does not reduce them. If this Release conflicts with Schedule A, Schedule A controls, but any extra limit in this Release still applies.
9. **When it ends.** This permission ends automatically when the Employee's assignment with Client ends, the Employee no longer qualifies (A.12), the row or Schedule A is cancelled (A.30), or the Staffing Agreement ends. RSD Staffing may remove the Employee from these duties at any time (A.31). Paragraphs 6 through 8 still apply to anything that happened before it ended.
10. **Signing.** Electronic signatures and separately signed copies count. Each signer confirms they are authorized to sign.

Client Training Confirmation (Client completes before first use)

Training completed on: _____ Trainer name: _____

Certification or evaluation required by A.14 or A.15: ☐ Not required ☐ On file; copy given to RSD Staffing on _____

RSD Staffing Eligibility Confirmation (driving record details are not shared with Client)

- ☐ Employee is at least 18 years old
- ☐ "Crossing" or "Y" row: Employee meets A.8 (age, license, driving record) as of _____

Client Representative

Signature

Printed name

Title

Date

RSD Staffing Representative

Signature

Printed name

Title

Date