Weekly Timecard

Week Ending *(Please use MM / DD / YY format.)*

/ /

Last 4 digits of Social Security Number *(Please print clearly.)*

Name _____

Client Name _____

Client Address _____

Client City/State/ZIP _____

Department _____

Timecards must be received by 9:00 a.m. Monday morning. Print clearly with a blue or black pen.

	MONTH/DAY	TIME IN	LUNCH START	LUNCH END	TIME OUT	TOTAL WORK HOURS		OFFICE USE ONLY
MON							15 30 45	
TUE							15 30 45	
WED							15 30 45	
THU							15 30 45	
FRI							15 30 45	
SAT							15 30 45	
SUN							15 30 45	

This Section to Be Completed by Contractor — TOTAL WORK HOURS ____ 15 30 45

PAY 306-1005

Your signature below authorizes Contractors to pay our employee and bill your company for the number of hours recorded above. You may convert the Contractors' employee to your payroll, for a fee of fifteen percent (15%) of the annualized starting salary, once that employee has worked for you for a minimum of 720 hours (ninety full-time working days) retroactive to the beginning of each assignment. If you desire to hire the Contractors' employee before that employee has worked for you for 720 hours, in any capacity whatsoever, including but not limited to retaining their services as an employee, as an independent contractor, or through another service, you agree to pay a standard conversion fee of thirty percent (30%) of the annualized starting salary. Contractors are also entitled to attorneys' fees should we be required to pursue collection.

Invoices are due and payable upon receipt. Payments made after 30 days from the invoice date will include a late charge equal to 7% of the original invoice payment. Client agrees to pay Contractors in Santa Barbara, California. If any account becomes past due, the entire unpaid balance of the invoice becomes immediately due and payable. Contractors shall have the right to litigate in Civil Court in Santa Barbara, California all debt-collection matters. In the event collection action is initiated by Contractors to collect such debt, or any portion thereof, Client agrees to pay any additional sums, including but not limited to, collection costs, interest at the rate of 18% per annum, and attorneys' fees.

By signing this timecard, I certify the reported hours are accurate and that I have reported all injuries that may have occurred at this job to Contractors. Submission of fraudulent timecard entries may subject employee to prosecution. If my assignment has ended and I do not wish to continue working for Contractors on another assignment, I will notify my Contractor Representative so a payroll check can be issued.

By signing below, I agree to the terms above and on the reverse side of this timecard unless a specific term or condition would contradict or violate a previously signed purchase order or contract, in which case that term or condition would prevail.

_____
Employee Signature (REQUIRED)

_____
Authorized Client Signature (REQUIRED)

Client's Responsibilities:

✓ Client will exercise good judgment and management relating to the day-to-day supervision of Contractors' employees. Client must ensure that all Contractors' employees are provided breaks and meal periods as required by law. Client will provide appropriate supervision and training, specifically tailored to the specific job requirements of Contractors' employees assigned to Client's worksite, including all safety and hazardous materials training. Client will not require Contractors' temporary employees to perform any duties beyond those which are called for in such description.

✓ Client will provide a safe work environment for Contractors' employees, including but not limited to, maintaining its premises and work areas in compliance with all applicable health and safety laws, regulations, and ordinances. Client will further comply, at its own expense, with the directives of Contractors' Risk Management Departments, or any governmental agency, as they relate to changes in the workplace that are intended to provide a safer work environment for Contractors' employees. This includes the Client providing and/or ensuring use of personal protective equipment and clothing, as required by law or as deemed necessary by Contractors. Contractors shall have the right to inspect Client's premises at any time to ensure that a safe workplace is being provided for Contractors' employees.

✓ Client is responsible for compliance with all applicable state and federal wage and hour laws related to Contractor's temporary associates providing services at Client's designated location(s), including, but not limited to, ensuring that all required rest and meal periods are provided to Contractor's temporary associates as required, that all record keeping requirements are complied with, that alternative workweek schedules, if applicable, are in compliance with state or federal law, and by not permitting Contractor's temporary associates to work hours in excess of the hours reported to Contractor for payment. To the extent Client violates this paragraph, Client will accept full responsibility for any loss or liability caused or incurred.

Other Terms and Conditions:

Contractors and Client agree to the following additional terms and conditions with respect to the provision of employees by Contractors to Client:

✓ Client acknowledges and agrees that Contractors do not furnish insurance to cover damage or physical loss caused by the operation of any vehicle or machinery operated by Contractors' associates for Client's benefit or at the request of Client. Client agrees to accept full responsibility for any claim arising from a Contractors associate being asked by Client, or one of its supervisory associates, to operate machinery or equipment, or drive a vehicle, whether owned or rented by either Client or Contractors' associate. Client is prohibited from placing associates as forklift operators without executing the Contractors' Forklift Operation Agreement.

✓ Client agrees to assume sole and complete responsibility, and hold Contractors harmless, for any losses or claims that result from a Contractors' associate having been assigned by Client the responsibility for handling or possession of any cash, securities or other valuables. Similarly, Client agrees to assume complete responsibility, and hold Contractors harmless for any losses or claims that result from Contractors' associates having been entrusted by Client with any unattended property or premises.

✓ Client agrees not to allow Contractors' employees to work offshore, on or above water, in or under the ground, in the air, or outside of the state without Contractors' express written consent.

✓ Client acknowledges that Contractors do not maintain errors and omissions or professional liability insurance on associates that it provides to Client. Client agrees to review and approve all work performed by such associates prior to accepting the work. Client agrees that it will assume sole and complete responsibility, and hold Contractors harmless, for any and all losses or claims that result from a Contractors' associate having rendered a professional opinion or committed any other alleged error or omission in the performance of his/her duties for Client.

Agreements to Indemnify:

✓ Client shall indemnify, defend and hold harmless Contractors from any and all losses (including court costs and attorneys' fees), and claims of any kind, which Contractors may incur, or which may be claimed against Contractors as a result of Client's material breach of any of its responsibilities under this Agreement; any alleged violation by Client of any federal, state, or local laws, including OSHA, at the work site of Contractors' associates assigned to Client; and the acts, efforts or omissions of Contractors' associates while performing services for Client.

✓ Contractors shall hold harmless, indemnify and defend Client and its employees, officers and directors, from losses or expenses incurred in connection with any workers' compensation claim or workers' compensation lawsuit brought by a Contractors' temporary associate arising from a work related injury sustained while such temporary associate was working on assignment at Client, except for such losses or expenses resulting from the gross negligence or willful misconduct of Client, its employees or agents. Client shall give Contractors prompt notice of any such claim or lawsuit and shall cooperate with Contractors and their counsel in the defense of such claim or lawsuit. Notwithstanding any provisions to the contrary, in no event will Contractors be liable to Client for any special, incidental, indirect or consequential damages (including lost profits) arising out of this Agreement whether in an action for or arising out of breach of contract, tort, or any other cause of action.