TEMPSTAR STAFFING GROUP TIME SHEET

Week Ending: _____ * Return No Later Than 1PM Monday

EMPLOYEE	DEPT.	SHIFT	MON	TUE	WED	THU	FRI	SAT	SUN	REG	O.T.	TOTAL

CLIENT TERMS AND CONDITIONS

1. Client agrees that the job applicants referred by Tempstar for client's consideration are not available for direct hire by the client unless a conversion charge is paid. Client shall have the right to offer Tempstar temporary employee permanent employment after the employee has been on the client assignment as a Tempstar employee a minimum of 600 hours, or the requirement agreed upon in Client contract, whichever is less. If the employee should begin work as an employee of client prior to the completion of aforementioned hours requirement on Tempstar payroll, Client shall pay Tempstar the difference between this requirement and the total number of hours employee worked as Tempstar employee on client assignment times the last hourly rate charged by Tempstar to Client for employee's services.
2. Invoices for charges covered by the Record of Time worked will be paid to Tempstar by client upon receipt of invoice. In the event client account becomes over 45 days delinquent, we shall have the right to turn the account over to a collection agency or an attorney and add in collection costs and attorney fees equal to 20% of the outstanding balance.
3. Client agrees to pay Tempstar Staffing a four (4) hour minimum charge for all temporary employees that are ordered by client and report for work, but are sent home for any reason.
4. Client certifies that the person signing this document is authorized to sign on behalf of the client.
5. Client agrees to waive any dissatisfaction with performance of any employee as a defense to payment of any invoice from Tempstar unless said dissatisfaction has been communicated in writing or by fax within twenty-four (24) hours of initial placement. The subsequent invoice will be payable and the employee's performance satisfactory if the above conditions are not met.
6. Client warrants that the job description given during the initial order is true and correct, and further agrees that if the Tempstar employee is injured outside the scope of the description, client shall indemnify and hold Tempstar harmless from and against any and all claims, suits and/or damages.
7. Unless client has obtained the prior written consent of Tempstar Staffing, client agrees not to ask or allow a Tempstar employee to perform any of the following job related activities: driving an automobile, operating unapproved machinery other than office equipment, or handling cash, securities or other valuables. If this written consent is not obtained, client agrees to waive all rights to make a claim against Tempstar and to relieve Tempstar from all liability and responsibility for any loss or expense which client incurs as a result of this staffing service employee engaging such activities, and client further agrees to indemnify and hold harmless Tempstar from and against all claims, damages, bodily injuries, losses and expenses which might result of the staffing service employee engaging in any of these activities. Client will obtain written consent from Tempstar for each occurrence. It is agreed that insurance furnished by Tempstar does not cover physical loss or damage caused by the operation of client's machinery or automotive equipment by a Tempstar employee. It is further agreed that client shall accept full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage while a Tempstar employee is operating client's machinery or equipment whether that machinery or equipment is rented or owned.
8. Tempstar assumes no responsibility if its employees handle cash, securities or other valuables without prior written consent for each instance; and acknowledges that Tempstar insurance does not cover loss or damage there from; and Client holds Tempstar harmless from such claims, including defense thereof.
9. Client warrants that client complies with all OSHA requirements and regulations. Furthermore, client agrees not to expose any Tempstar employees to unnecessary hazard or extra hazard, and not violate any OSHA or safety law, rule or regulation whether federal, state or local. Client may be held liable as a result of their breach of this agreement.
10. Client agrees to post and maintain OSHA 300 logs of all Tempstar Staffing temporary employees.
11. Claims to be made under Tempstar liability or bond insurance coverage must be presented to Tempstar in writing within thirty (30) days after occurrence or the claim will be null and void.
12. Client agrees to hold Tempstar and any of its officers, employees or agents harmless from any and all claims and damages arising out of the client's noncompliance with federal and state laws forbidding employment discrimination, regarding worker's safety and governing worker immigration.
13. Client agrees to indemnify and hold harmless Tempstar and any of its officers, employees or agents from any claim (including workers' compensation claims), demand or judgment arising out of any acts of omissions of client or its officers, employees or agents.
14. In the event an incident or accident occurs at the job site due to alleged unsafe work conditions, Client agrees to indemnify and hold Tempstar and any of its officers, employees or agents harmless from any and all claims, suits or demands resulting from said alleged unsafe work conditions.
15. Client agrees to discuss all matters concerning Tempstar employees with a Tempstar representative.
16. Client agrees that all worker hours reported in any manner such as fax, email or other methods and the billings based on them shall be conclusively deemed correct and accurate unless client objects in writing within thirty (30) days of the date of billing.
17. Tempstar Staffing is the direct employer of all its temporary employees and has recruited, screened, and interviewed each employee. Each employee is supplied to client on a temporary basis. Except for the conversion rights and charges provided for in item one (1) of these terms and conditions, if client or an affiliate employs an employee originally supplied by Tempstar on Client's payroll , as a consultant, or utilizes this employee's services through another temporary or out-sourcing service within three (3) months after termination of this employee's temporary assignment from Tempstar, client agrees to pay Tempstar $1,000.00 as compensation for Tempstar's efforts in recruiting, screening, and supplying the employee.
18. Client certifies that to the best of their knowledge, none of the Tempstar Staffing Employees listed on this time sheet were injured during this week worked unless so noted in the comments section.
19. Tempstar rates subject to change at the discretion of Tempstar Staffing based on any and all new government regulations, taxes, laws, fees, or modifications to business conditions.

COMMENTS: _____

COMPANY: _____ **SIGNATURE:** _____ **DATE:** _____