

## TMD TEMPORARIES

1. Type or use ballpoint pen. Press hard; you are making 4 copies.
2. Use a separate time record for each week, each client, each pay rate.
3. Must be signed by authorized representative of client company.

**IMPORTANT FOR EMPLOYEE:** BY EXECUTING THIS FORM, EMPLOYEE AGREES TO TERMS AND CONDITIONS ON REVERSE SIDE; CERTIFIES THAT THIS FORM IS TRUE AND ACCURATE, AND THAT NO INJURIES WERE SUFFERED.

EMPLOYEE SIGNATURE							
PRINT EMPLOYEE NAME							
SOCIAL SECURITY NUMBER							

ASSIGNMENT COMPLETED?    YES    NO   WHEN  
 AVAILABLE FOR WORK?    YES    NO   AVAIL? \_\_\_\_\_  
 (IF AVAILABILITY NOT INDICATED, IT MAY BE ASSUMED THAT I AM NOT AVAILABLE.)

ADJ. TO PAY	<input type="checkbox"/> ADD <input type="checkbox"/> DEDUCT	FOR		AUTH. BY	R	OT OK	CHECKED BY	CUST. #	B/R
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TMD 5041

WEEK ENDING _____						TOTAL HRS. WORKED	
DATE	DAY	TIME STARTED	TIME FINISHED	LESS LUNCH	REGULAR	OT	
/ /	MON						
/ /	TUES						
/ /	WED						
/ /	THURS						
/ /	FRI						
/ /	SAT						
/ /	SUN						
TOTAL HOURS FOR WEEK TO NEAREST ¼ HOUR FOUR (4) HOUR MINIMUM PER DAY						→	
<p><b>IMPORTANT FOR CLIENT:</b> BY EXECUTION OF THIS FORM, CLIENT CERTIFIES THAT: HOURS SHOWN ARE CORRECT; WORK WAS DONE SATISFACTORILY; AND THAT CLIENT AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM. PLEASE DRAW LINE THROUGH UNUSED SPACES ABOVE.</p>							
Client Company					Dept.		
Authorized Signature					Phone #		
Please Print Name					Title		

#### CONDITIONS OF SERVICE

CLIENT hereby confirms its agreement with the Company listed on the front of this timeslip ("COMPANY") to the following terms and conditions of services to be rendered by COMPANY to CLIENT now or in the future.

1. COMPANY reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the compliance with state laws requiring workers' compensation and other statutory benefits, except where such obligations are specifically imposed by law on CLIENT.

2. CLIENT understands COMPANY's employees are assigned to CLIENT to render temporary service and absent agreement to the contrary are not assigned to become employed by CLIENT. CLIENT acknowledges the considerable expense incurred by COMPANY to advertise, recruit, evaluate, train, and quality control its employees. Accordingly, CLIENT will not, without the written consent of COMPANY, hire a COMPANY employee, interfere with the employment relationship between COMPANY and its employees or directly or indirectly cause a COMPANY employee to transfer to another temporary help service.

3. CLIENT agrees that it will not, without the prior written consent of COMPANY, utilize COMPANY employees to: operate machinery, equipment or vehicles not covered by CLIENT's liability and property damage insurance, operate dangerous or unprotected machinery, excavate where proper shoring and protection are not provided, perform any work on ladders or scaffolding, work with any hazardous chemicals, work as a member of the crew of any vessel or in maritime work upon the navigable waters of the United States which might be subject to the United States Longshoreman's and Harborworkers' Compensation Act or the Jones Act.

4. CLIENT acknowledges that COMPANY's insurance does not cover claims of COMPANY employees under the Jones Act, and that COMPANY does not assume liability for claims for damage to, loss of or loss of use of CLIENT's owned, non-owned or leased vehicles (including contents and cargo), machinery, equipment or property while being used by or in the care, custody or control of COMPANY employees.

5. CLIENT agrees to defend, indemnify and hold harmless COMPANY from any claims for bodily injury (including death), or property damage, arising out of the use or operation of CLIENT's owned, non-owned or leased vehicles, machinery or equipment by COMPANY employees, from any claims of or on behalf of COMPANY employees brought under by virtue of their employment as a seaman or as a member of the crew of any vessel, and from any claims for loss of and loss of use of or damage to CLIENT vehicles (including cargo and contents), equipment and machinery while being used by or in the care, custody or control of COMPANY employees. CLIENT will not reassign or relocate a COMPANY employee without prior approval of COMPANY. CLIENT agrees to assume all liability for any third party claim arising after any reassignment/relocation without prior approval.

6. CLIENT agrees to comply with all applicable laws and ordinances relating to worksite health and safety, and agrees to provide to employees of COMPANY a safe and healthful workplace, notices and training required by OSHA's Hazard Communication Standard or similar state law, safety equipment, protective clothing, and other health and safety devices necessary or required by law or used by CLIENT's employees in the performance of similar work. CLIENT agrees to defend, indemnify and hold harmless COMPANY for claims, damages or penalties

arising out of violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to workplaces owned, leased or supervised by CLIENT and to which COMPANY employees are assigned.

7. COMPANY shall incur no liability as a consequence of CLIENT having entrusted cash, negotiable securities or other items of value to any employee of COMPANY except where CLIENT so acted with the prior written consent of COMPANY.

8. CLIENT agrees to comply with applicable state and federal civil rights laws, and other employment related laws as they pertain to COMPANY employees. COMPANY shall incur no liability in regards to any alleged violation of such laws by CLIENT. CLIENT agrees to defend, indemnify and hold harmless COMPANY where COMPANY is made a party to any claim arising out of CLIENT's alleged violations of such laws.

9. CLIENT assumes sole responsibility to notify COMPANY when the work to be performed by COMPANY's employees is subject to the Service Contract Act, Davis-Bacon Act, or other similar state or federal laws. Accordingly, CLIENT agrees to defend, indemnify and hold harmless COMPANY for employee claims for additional wages or benefits payable under such laws.

10. CLIENT agrees to terms of NET UPON RECEIPT, and understands that unpaid accounts will be considered in default after sixty (60) days, after which a default charge will be imposed at 1-1/2% per month on unpaid balances (ANNUAL PERCENTAGE RATE OF 18%) or the maximum legal interest rate, whichever is lower. CLIENT agrees to pay the default charge together with reasonable attorney's fees for cost of collection.