

TIME RECORD

USE A SEPARATE TIME RECORD FOR EACH WEEK AND EACH PAY RATE AND ASSIGNMENT. MERRITT STAFFING IS AN EQUAL OPPORTUNITY EMPLOYER



MERRITT STAFFING
LOCATION: _____

1. Use a separate time record for each week, each assignment and each client.
2. Must be signed by authorized representative of Client Company.
3. Check with your Merritt Staffing Assignment Manager for timesheet deadline for this location. *Indicate your office's city location above.*

<p>IMPORTANT FOR EMPLOYEE: By executing this form, employee certifies that this form is true and accurate, and that no injuries were suffered. Employee also agrees to terms and conditions concerning employee on the reverse side of this form.</p>
<p>EMPLOYEE SIGNATURE</p>
<p>PRINT EMPLOYEE NAME</p>

ASSIGNMENT CONTINUING? YES NO
 AVAILABLE FOR WORK? YES NO WHEN AVAIL? _____
 (IF AVAILABILITY NOT INDICATED, MERRITT STAFFING MAY ASSUME I AM NOT AVAILABLE.)

- HOLD MY CHECK
- MAIL MY CHECK TO MY HOME
- DIRECT DEPOSIT

DATE	DAY	TIME STARTED	TIME FINISHED	LESS LUNCH 1/2 HR. MIN	TOTAL
	MON.				
	TUES.				
	WED.				
	THUR.				
	FRI.				
	SAT.				
	SUN.				

TOTAL HOURS FOR WORK
(TO NEAREST 1/4 HOUR)

IMPORTANT FOR CLIENTS:
 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.

CLIENT COMPANY		DEPT.
AUTHORIZED SIGNATURE		TITLE
PRINT AUTHORIZED NAME		

TERMS AND CONDITIONS

CLIENT agrees to the following conditions, and consents to be bound by the following:

- (1) MERRITT STAFFING has 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 maintenance of workers' compensation insurance as required by state law.
- (2) CLIENT agrees to indemnify and hold harmless MERRITT STAFFING, its officers and employees, from and against any all claims, losses, actions, damages, expenses, liabilities or claim for attorneys' fees arising out of or resulting from (a) the Temporary Employee's use or operation of CLIENT'S owned; non-owned or leased vehicles, machinery or equipment by MERRITT STAFFING'S employees, and (b) any negligence, wrongful acts, decisions, statements, act or omissions by CLIENT, its agents or employees or by any other person.
- (3) CLIENT agrees to indemnify and hold harmless MERRITT STAFFING'S temporary Employees with unattended premises, cash, checks, negotiable or other valuables without the prior written agreement from MERRITT STAFFING. MERRITT STAFFING will not be responsible for claims made under its Fidelity Bond unless such claims are reported in written to MERRITT STAFFING and the local police by the CLIENT within (7) days after notice of loss.
- (4) CLIENT acknowledges that MERRITT STAFFING has incurred substantial recruitment, screening, testing, administrative and marketing expenses with respect to its Temporary Employees. Accordingly, CLIENT agrees not to directly or indirectly offer to hire, hire or engage as an independent contractor any Temporary Employee assigned to CLIENT by MERRITT STAFFING for a period of 90 days after completion of the Temporary Employee's assignment, or permit or cause any such Temporary Employee to be placed on the payroll of any other firm for a like period, without permission of MERRITT STAFFING. In the event CLIENT violates this paragraph, CLIENT promises to promptly pay to MERRITT STAFFING, as liquidated damages and not as penalty, the sum of Three Thousand Dollars (\$3,000) or a charge which shall be a percent of Employee's annualized salary (hourly wages times 37.5 times 52); such percent to be computed by divided such salary by 1,000, whichever sum is greater, and to reimburse MERRITT STAFFING for its reasonable attorney's fees incurred to enforce its rights hereunder. CLIENT shall notify MERRITT STAFFING immediately of the completion or termination of a Temporary Employee's assignment.
- (5) CLIENT will indemnify MERRITT STAFFING from claims or liabilities pursuant to the Occupational Safety and Health Act governing premises owned or controlled by CLIENT and to which MERRITT STAFFING'S employees are assigned, or perform service in or are present in.
- (6) CLIENT agrees to payment to terms of NET 10 DAYS of invoice, and agrees that unpaid accounts will be considered in default after sixty (60) days, from the date of invoice, after which a late charge will be imposed at the rate of 1 1/2% per month on unpaid balances (ANNUAL PERCENTAGE RATE OF 18%) or the maximum legal interest rate, whichever is higher. CLIENT agrees to pay the late charge together with any reasonable attorney's fees MERRITT STAFFING may incur to effect collection.
- (7) CLIENT acknowledges and agrees that in the event a Temporary Employee works more than forty (40) hours in any work week for CLIENT, that Temporary Employee is thereby entitled to compensation at the hourly rate of time and one half of such overtime hours.
- (8) CLIENTS signature certifies that the hours shown are correct, that the work was performed to the CLIENT satisfaction, and authorizes MERRITT STAFFING to bill CLIENT for the hours worked by the named Temporary Employee.
- (9) CLIENT agrees that the representative who signs this agreement is authorized to do so and that MERRITT STAFFING may rely upon that signature as binding upon CLIENT.

EMPLOYEE agrees to be bound by the following:

In consideration of my hiring and employment by MERRITT STAFFING, I agree not to accept employment directly or indirectly, whether full-time or part-time, either directly or indirectly through any other staffing firm or entity with any CLIENT to whom I am assigned and for a period of ninety (90) days following completion of any assignment with such CLIENT. I agree to notify MERRITT STAFFING immediately should I receive such an offer of employment.

10/03/04