

MARISTAFF TIME SHEET

To: _____

Phone: _____

Fax Phone: _____

From: MARISTAFF

Note: Please submit no later than 12 Noon Monday to ensure a timely paycheck.

Timesheet must be signed by Authorized Client Supervisor noting client agreements on back of timesheet.

Date: _____

Number of Pages including Cover Sheet _____

CLIENT AGREEMENT ON BACK OF TIMESHEET

CLIENT agrees not to directly or indirectly utilize, offer to hire, or engage as an independent contractor, freelancer, or employee of outsourcing firm any Temporary Employee assigned to the CLIENT by MARISTAFF during any such assignment and for a period of 180 days after the completion of such assignment, except through MARISTAFF, Inc. The CLIENT also agrees not to permit or cause any such Temporary Employee to work on the CLIENT premises or for the CLIENT through any other firm or while on the payroll of any other firm for a like period, without the express prior written consent of MARISTAFF, Inc.

The CLIENT agrees to the terms and conditions stated above relating to conversion fees due to MARISTAFF, Inc. The terms and conditions outlined above in no way take precedence over pre-arranged liquidation agreements between the CLIENT and MARISTAFF, Inc. By signing Fax Timesheet, CLIENT agrees to terms.

Submit this timecard to your local Maristaff Office no later than noon Monday. Overtime paid over 40 hours only and must be approved.



PRINT CLEARLY

Employee Name _____

Company Name _____

REPORT ALL TIME TO THE NEAREST 1/4 HOUR						
Date	Day	In	Out	Less Lunch	Reg Hrs	OT Hrs
	Mon					
	Tues					
	Wed					
	Thur					
	Fri					
	Sat					
	Sun					
Misc Expense For: \$ _____			Total Hours =>		Reg	OT

EMPLOYEE STATEMENT

I hereby certify that the hours shown hereon are true and accurate. By executing this form I certify I have read and agree to the terms and conditions and certify that no work related injuries or accidents were suffered.

ASSIGNMENT COMPLETED? Yes No
 AVAILABLE FOR WORK? Yes No
 When Available? _____

If availability is not indicated, it may be assumed that I am not available.

NOTICE: I understand acceptance of my assignment is for its duration and will abide by Maristaff's written notice policy as signed or my last week's wages will be paid at minimum wage.

EMPLOYEE SIGNATURE X _____

CLIENT AGREEMENT

The individual signing this timesheet is an authorized representative of the company and hereby certifies that the hours worked as indicated above are true and correct and completed in a satisfactory manner and that the client has read and agrees to the terms and condition stipulated.

AUTHORIZED CLIENT SIGNATURE X _____

CLIENT CONTRACT AND CONDITIONS OF SERVICE:

1. MARISTAFF reserves the sole right to establish wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding end payment of alt required payroll taxes, and the maintenance of Workers' Compensation Insurance as required by state law.
2. Client understands MARISTAFF is not an employment agency and agrees to respect MARISTAFFs employer/employee relationship with its employees. The client further acknowledges that MARISTAFF has incurred substantial recruitment, screening, training, administrative, and marketing expenses with respect to the Temporary Employees, and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the Temporary Employees constitute trade secrets of MARISTAFF Accordingly, in consideration for this service the client agrees not to directly or indirectly employ, offer to hire, or engage as an independent contractor any Temporary Employee assigned to the client by MARISTAFF during any such assignment and for a period of 180 days after completion of such assignment, except with the express prior written consent of MARISTAFF Client also agrees not to permit or cause any such Temporary Employee to provide services to Client while on the payroll of any other firm for a like period, without the express prior written consent of MARISTAFF. It client violates this paragraph, client promises to pay MARISTAFF as liquidated damages and not as a penalty, the sum of \$3000.00 for each and every Temporary Employee or twenty-five percent (25%) of each such Temporary Employee's annualized compensation, whichever sum is greater. In the event THE CLIENT fails to pay the charges of MARISTAFF Inc. (whether for temporary services or liquidation charges) when due, THE CLIENT shell pay all collection and/or litigation costs plus reasonable attorney fees.
3. The client acknowledges that the MARISTAFF employee is assigned on the basis of a particular job description and is not to change job duties without MARISTAFF's prior approval. Client represents that its work site complies with all OSHA, ADA and other applicable rules and regulations and will indemnity and save MARISTAFF INC. harmless from claims and demands arising Out of the Occupational Safety and Health Act and the American Disabilities Act as it relates to premises owned or controlled by client and to which MARISTAFF employees are assigned.
4. The client agrees not to entrust MARISTAFF employees with unattended premises, cash, checks, negotiables or other valuables without prior written consent from MARISTAFF MARISTAFF will not be responsible for claims made under its Fidelity Bond unless such claims are reported in writing to MARISTAFF and to the focal police by the client within fourteen (14) days after notice of loss. Do not pay any employees directly or advance any funds to them.
5. The client understands and agrees that the insurance offered by MARISTAFF does not cover loss or damage to client's machinery, equipment material, or any motor vehicle (licensed for road use or not) in the control, custody or care of MARISTAFF employees, and MARISTAFF will not be liable for physical loss or damage to said property or loss of said property by MARISTAFF, its agents or employees
6. It is understood and agreed that any Maristaff employee is not authorized to operate a vehicle licensed for road use while on assignment, it is further agreed that the client will hold Maristaff Inc. harmless from any and all claims resulting from the operation of any vehicle licensed for road use.
7. The client agrees to the terms 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 or the maximum legal interest rate, whichever is lower. The client agrees to pay the default charge together with reasonable attorney's fees for cost of collection.

EMPLOYEE CONTRACT AND CONDITIONS OF SERVICE:

1. I agree that for a period of six months after the termination of my assignment as a Temporary Employee of MARISTAFF, Inc., I will not provide my services to this client directly as an employee or consultant or indirectly as an employee of any other temporary or outsourcing service.
2. I agree to notify my MARISTAFF office immediately should my job duties differ substantially from those described by my MARISTAFF service representative.
3. I understand that I am to contact the MARISTAFF office after completion of this assignment to discuss another assignment, and if I do not do so MARISTAFF will assume I am not available for work.
4. I understand that MARISTAFF has a posted Drug-Free Policy, which I have had explained to me and agree to abide by its terms and conditions.
5. I understand that notice of occupational injuries and illnesses is posted and available for my inspection in the MARISTAFF office on Form 102 as required by OSHA.
6. I understand that this timesheet will not be accepted for payment unless I have obtained an authorized client signature and have signed the timesheet myself.