

ASSIGNMENT INFORMATION

EOE

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Report To \_\_\_\_\_ Time \_\_\_\_\_

**TERMS AND CONDITIONS**

**TIMESHEET AGREEMENT**

|   |      |                    |                        |                           |           |          |
|---|------|--------------------|------------------------|---------------------------|-----------|----------|
| <h2 style="margin: 0;">Jessilyn Temps LLC.</h2> <p style="margin: 0;">450 Seventh Avenue, Suite 919      Tel. # (212) 947-3400<br/>                 New York, New York 10123      Fax # (646) 292-5104<br/>                 www.jessilynpersonnel.com</p> |      |                    |                        |                           |           |          |
| <b>COMPANY NAME</b>   |      |                    |                        | <b>WEEK ENDING SUNDAY</b> |           |          |
| ADDRESS   |      |                    |                        | CITY                      |           |          |
| JOB TITLE   |      |                    | JOB NUMBER             |                           |           |          |
| HOLD MY CHECK <input type="checkbox"/>  |      |                    | SOCIAL SECURITY NUMBER |                           |           |          |
| MAIL MY CHECK <input type="checkbox"/>  |      |                    |                        |                           |           |          |
| AVAILABLE FOR WORK? YES <input type="checkbox"/>  |      | EMPLOYEE NAME      |                        |                           |           |          |
| NO <input type="checkbox"/>   |      |                    |                        |                           |           |          |
| WHEN AVAILABLE _____  |      | EMPLOYEE SIGNATURE |                        |                           |           |          |
|   |      | X                  |                        |                           |           |          |
| <b>HOURS TO NEAREST ¼ HOUR</b>  |      |                    |                        |                           |           |          |
|   | DATE | START              | FINISH                 | LESS LUNCH                | REG HOURS | OT HOURS |
| MON   |      |                    |                        |                           |           |          |
| TUES  |      |                    |                        |                           |           |          |
| WED   |      |                    |                        |                           |           |          |
| THUR  |      |                    |                        |                           |           |          |
| FRI   |      |                    |                        |                           |           |          |
| SAT   |      |                    |                        |                           |           |          |
| SUN   |      |                    |                        |                           |           |          |
|   |      |                    |                        | MIN                       | HRS       | MIN      |
| CLIENT, YOUR SIGNATURE BELOW CERTIFIES THAT: DAYS SHOWN ARE CORRECT, WORK WAS DONE SATISFACTORILY, AND YOU AGREE TO THE TERMS AND CONDITIONS ANNEXED HERETO WHICH ARE INCORPORATED BY REFERENCE..   |      |                    |                        |                           |           |          |
| CLIENT  |      |                    |                        | DEPARTMENT                |           |          |
| AUTHORIZED SIGNATURE  |      |                    |                        | TITLE                     |           |          |
| X   |      |                    |                        |                           |           |          |
| IS THE EMPLOYEE CONTINUING THIS ASSIGNMENT?      YES <input type="checkbox"/> NO <input type="checkbox"/>   |      |                    |                        |                           |           |          |

1. CLIENT agrees that JESSILYN TEMPS LLC'S (JESSILYN) obligation to CLIENT is limited to assigning employees (Assigned Employees) with certain skills and abilities and, with regard to such employees, to maintain personnel and payroll records; calculate and pay wages; withhold and remit payroll taxes and other government-mandated charges (including workers' compensation); hire, assign, reassign, counsel, discipline and discharge; and handle work-related claims and complaints.

2. CLIENT's signature on this timesheet certifies that the hours are correct, that the work was performed to CLIENT's satisfaction and authorizes JESSILYN to bill CLIENT for such hours. CLIENT agrees that, in the event an Assigned Employee works for CLIENT more than forty (40) hours in any workweek, CLIENT will pay Jessilyn one-and-one-half times the agreed-upon bill rate.

3. CLIENT shall pay invoices upon receipt and shall pay all reasonable attorney's fees and other costs and expenses of collection incurred by JESSILYN in enforcing its rights. CLIENT acknowledges and agrees that JESSILYN incurs substantial advertising, recruiting, screening, testing and training expenses in connection with the Employee. Because of such expense, and in consideration for the services rendered by JESSILYN, the parties agree that CLIENT shall pay JESSILYN the sum of 1% per \$1,000.00 (not exceeding 30%) of the employees annual compensation, if the CLIENT uses the services of, or hires the Employee, either directly or indirectly, within one year after the Employee's last day of service to Client through JESSILYN.

4. CLIENT acknowledges that the employer relationship in between the Employee and JESSILYN and agrees to discuss all matters relating to employment, job assignments, pay procedures, etc. with JESSILYN. CLIENT agrees to pay late charges on any unpaid balances after 30 days from the date of receipt at the rate of 1% per month (Annual Percentage Rate of 12%) or the maximum legal rate, whichever is higher.

5. CLIENT agrees that it will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of JESSILYN and then only under JESSILYN's direct supervision and control, and that it will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT.

6. CLIENT warrants that it complies with all occupational safety and health laws and regulations and agrees to provide all work site notifications, orientation and training required by law.

7. JESSILYN does not warrant or guarantee Employee's technical expertise or ability to obtain any specific results. While on assignment, Employee's work is performed solely under CLIENT's direction, supervision and control. CLIENT agrees to indemnify, hold harmless and defend JESSILYN against any and all claims, damages, lawsuits, expenses (including attorney's fees) and other liabilities which result in any way from the services provided by JESSILYN or its Employees to client or the results obtained therefrom, or any liability arising from any change in Employee's job responsibilities without prior approval of JESSILYN, any violation by Client of OSHA or similar state safety regulations, or from any injuries resulting from product liability or design defects of products on CLIENT's premises or any labor violations committed by CLIENT. JESSILYN is not responsible for liability or bond insurance claims unless such claims are reported to JESSILYN in writing by CLIENT within (10) days after occurrence.

8. Employee Agreement. In consideration of my hiring and employment by JESSILYN, I agree not to accept employment, directly or indirectly, full-time or part-time with any CLIENT of JESSILYN to whom I am assigned and, for a period of two (2) years following completion of any assignment with the CLIENT. I agree not to accept any assignment to work for such CLIENT, either directly or indirectly, or as the employee of a third party. I acknowledge that I am responsible for the accuracy of this time sheet and that no adjustments or changes may be or have been made after completion by the CLIENT.

MAIL OR DROP OFF TOP THREE COPIES TO LOCAL OFFICE