

## WEEKLY TIME RECORD

Fax this original timecard to our office @ **334-4895**. Timecards are due no later than **noon on Monday**.

DAY	DATE	TIME STARTED	TIME ENDED	LESS LUNCH	TOTAL HOURS
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
<b>WEEKLY TOTAL</b>					



### PAYMENT PREFERENCE (One box MUST be checked each week!)

- DIRECT DEPOSIT-** received in your account on Thursday  
 **PICK UP CHECK-** available in our office after 12:00 noon on Thursday  
 **MAIL CHECK-** sent through U.S. Mail, should receive on Thursday or Friday



### EMPLOYEE INFORMATION

Employee Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 Phone number at company: \_\_\_\_\_ ext. \_\_\_\_\_ Supervisor Name: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

My signature above certifies that the hours listed above are an accurate summary of actual hours worked for the listed client company.

### CLIENT APPROVAL

**Client Signature:** \_\_\_\_\_ **Company:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

My signature as a duly authorized representative of the above client company hereby certifies that the above hours are true and correct, that the work was performed in a satisfactory manner and that I have read and agree to the terms and conditions below.

### Terms and Conditions

We (the client) understand that Hemphill Staffing Solution, Inc.'s employee listed above is compensated on a weekly basis; therefore, we will be billed weekly. Since this is a payroll invoice, payment will be due upon receipt of the invoice. We will be billed for the hours shown on this time record at the agreed upon hourly rate. Overtime hours will be billed at a rate of one-and-one half times the straight time billing rate. In the event we fail to pay the charges of Hemphill Staffing Solutions, Inc. (whether for temporary services or conversion fee) within 30 days of receipt of the invoice, we (the client) shall pay interest on any unpaid amount at the rate of 1.25% per month, together with collection and litigation costs plus, reasonable attorney's fees, if allowed by law.

We (the client) understand that the temporary help supplied by Hemphill Staffing Solutions, Inc. is the result of substantial expense on the part of Hemphill Staffing Solutions, Inc. in terms of time and money spent for advertising, recruiting, screening, testing and training of its personnel. Therefore, in consideration for this service, we agree that if any temporary employee named herein (or any candidate presented by Hemphill Staffing Solutions, Inc. for consideration), is subsequently employed by us, our associates or affiliates, either directly or through any other temporary service company (including but not limited to as a salaried employee or as an independent contractor) within 12 (twelve) months after the temporary assignment has ended or the date the candidate's resume was submitted for consideration, we hereby agree to pay Hemphill Staffing Solutions, Inc. a conversion fee equal to 1% per thousand dollars of annual salary (or equivalent hourly wage assuming a work year of 2,080 hours) for such person, subject to a maximum of 35%. Thus if a temporary employee is hired by the client at an annual salary of \$25,000, then a conversion fee of \$6,250 would be owing (i.e. 25% of \$25,000). The minimum conversion fee is fifteen hundred dollars (\$1,500.00). All amounts must be paid prior to the temporary employee being released.

We (the client) understand that the supervision of the assigned Hemphill Staffing Solutions, Inc. temporary employee for the agreed upon duties is our (the client's) responsibility and that the assigned temporary employee is not under the direction or control of Hemphill Staffing Solutions, Inc. We (the client) agree that we are solely responsible for directing and managing the work assigned to the temporary employee and therefore we (the client) are responsible for the quality and timeliness of the work product. Hemphill Staffing Solutions, Inc. makes no guarantee as to the credentials, work experience, results or work levels to be achieved by the temporary employee. Under no circumstances will Hemphill Staffing Solutions, Inc. temporary employees render an opinion or signature on behalf of Hemphill Staffing Solutions, Inc. or the client. We (the client) further agree to provide any general or specific safety training necessary to perform the assignment, including safety information regarding exposures to hazardous substances. We (the client) will insure that Hemphill Staffing Solutions, Inc.'s temporary employees use any protective equipment necessary to perform assignments safely.

We (the client) agree not to authorize any Hemphill Staffing Solutions, Inc. temporary employee to operate any motor vehicles or equipment without signing a "Driver's Release" form supplied by Hemphill Staffing Solutions, Inc. We (the client) agree to accept full responsibility for and indemnify Hemphill Staffing Solutions, Inc., and its employees, officers and directors, from any and all bodily injury, loss, property damage or other claim, expense, cost or liability caused or in any way related to or incurred by a Hemphill Staffing Solutions, Inc. temporary employee while performing services for the client. If travel becomes necessary during the assignment and a rental car is needed, we (the client) will schedule all flights and pay for the rental car with our corporate credit card. Under these circumstances the temporary employee will be listed as an "operator" of the vehicle rented by us (the client). In the event of a loss, we will provide a waiver of subrogation which prevents our (the client's) insurance company from subrogating losses to Hemphill Staffing Solutions, Inc.

We (the client) agree not to advance or entrust a Hemphill Staffing Solutions, Inc.'s temporary employee with cash, negotiable instruments or other property of value without prior written permission from Hemphill Staffing Solutions, Inc. Even with such consent, we (the client) accept full responsibility for any liability or loss caused or incurred by a temporary employee while handling cash, negotiable instruments or other valuables. Under no circumstances will Hemphill Staffing Solutions, Inc., its owners, affiliates or its insurers be responsible for any claims of temporary employee dishonesty or misconduct.

We (the client) hereby warrant that we are and will continue to be in compliance with all laws, rules and regulations of duly constituted governmental bodies concerning the temporary employees, and agree to indemnify and hold Hemphill Staffing Solutions, Inc., and its employees, officers and directors, harmless from any and all damages, losses, claims, suits, expenses, costs, demands or other causes of action which may arise or be asserted against Hemphill Staffing Solutions, Inc. by reason of our failure to comply with the same or the terms hereof.

**In no event shall Hemphill Staffing Solutions, Inc.'s maximum liability to you (the client), exceed the total amount paid by you (the client) to Hemphill Staffing Solutions, Inc. with respect to the specific temporary employee at issue, regardless of the nature or basis for the claim. Under no circumstances shall Hemphill Staffing Solutions, Inc. be responsible or liable for indirect, consequential, special, punitive, incidental, exemplary or speculative damages, including lost profits, regardless of whether or not Hemphill Staffing Solutions, Inc. has been advised of the possibility of such damages.**

The above terms and conditions constitute the entire agreement and supersede all prior, contemporaneous or future representations, promises or agreements, whether written or oral, between Hemphill Staffing Solutions, Inc. and you (the client) concerning the subject matter hereof. No change to these terms and conditions shall be effective unless it is in writing and signed by Hemphill Staffing Solutions, Inc. and you (the client). This Agreement shall be interpreted and construed in accordance with the substantive laws of the State of Nebraska, exclusive of conflict of law provisions. **You (the client) waive any right to a trial by jury in connection with any claim or matter relating to the subject matter hereof.** The parties agree that the appropriate state or federal courts located in Douglas County, Nebraska shall have sole and exclusive jurisdiction over any dispute, claim or controversy which may arise involving these terms and conditions, its subject matter or the relationship created hereunder.