

# TempsPlus of Paducah, Inc.

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 www.tempsplusinc.com

Customer \_\_\_\_\_ Employee \_\_\_\_\_ EMP# \_\_\_\_\_  
 Address \_\_\_\_\_ Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
 Zip \_\_\_\_\_ Social Security XXX - XX - \_\_\_\_\_ Zip \_\_\_\_\_

Date Worked	Start Time	Less Lunch	End Time	Total Hours	<b>TEMPSPLUS OFFICE</b>	
					<b><u>To Complete</u></b>	
					Week Ending _____	
					Cust. No. _____	
					P.O. # _____	
					PAY	BILL
					Reg. Hours	
					O.T. Hours	
					Reg. Rate	
					O.T. Rate	
<b>Total</b>						
Customer's Authorized Signature _____					Reg. Chge	
Employee Signature _____					O.T. Chge	
					<b>Total</b>	

White Copy - Local Office • Yellow Copy - Employee • Pink Copy - Customer

See terms and conditions on reverse.

## TERMS AND CONDITIONS

### FOR CUSTOMER AND EMPLOYEE

Each of us agrees that no hours will be worked in excess of 8 in any 24-hour period or more than 40 in any 7-day period, unless prior approval is obtained from the local TempsPlus office. We, the customer, understand that for such overtime hours, we will be invoiced at TempsPlus prevailing overtime rate.

### FOR CUSTOMER

We realize that an ongoing contractual relationship exists between TempsPlus and its employees who are assigned to work with us. We agree not to interfere with or disrupt this relationship while said employees are on assignment and for a reasonable time thereafter.

We further realize that TempsPlus has expenses in maintaining a temporary staff (advertising, recruiting, testing, checking of licenses, references and health) and that if we transfer one of their employees to our payroll a settlement is in order. Details between a cash settlement or a term arrangement are available from the local TempsPlus office.

We agree time and one half is charged for all work performed by TempsPlus employees over 40 hours per week and additionally as required by law. There is minimum charge per employee of four hours for any one day.

We further agree not to authorize TempsPlus employees to operate any vehicle without TempsPlus prior written consent. We realize that the insurance TempsPlus furnishes does not cover physical damage to our vehicles whether owned or rented while being operated by TempsPlus employees nor for bodily injury or property damage including cargo, fire, theft, or collision claims resulting therefrom. We agree to provide all such insurance at our own cost. TempsPlus shall not be responsible for damages to vehicles, machinery, equipment or material we own, lease or rent which is in the care, custody, or control of TempsPlus employees, nor shall TempsPlus incur any liability in the event of an accident involving such vehicles, machinery, equipment, or material.

Since we control and direct TempsPlus employees, we will assume the responsibility for all design defects and products liability. We will not authorize TempsPlus employees to approve plans, specifications, designs, maps or render any opinions without TempsPlus prior written consent. We realize the insurance TempsPlus furnishes covers neither design defects nor products liability. We agree to provide all such insurance at our own cost.

If a TempsPlus employee is injured during the assignment, we will promptly notify the local TempsPlus office.

We agree that should TempsPlus file suit to collect any monies due or to become due hereunder, the prevailing party will be entitled to reasonable attorney's fees and costs of collection. Reasonable attorney's fees will reflect actual time spent by counsel. Any legal work performed by corporate counsel shall be charged based on average hourly fees prevailing in law firms at the sites of action for like quality and quality of legal representation.

We agree not to leave our premises, or any cash, negotiable instruments or other valuable items thereon, unattended in the presence of any TempsPlus employees or entrust the same to the care custody and control of any TempsPlus employees without TempsPlus prior written consent.

We agree not to advance any monies to TempsPlus employees without TempsPlus prior written consent. We also agree that TempsPlus will not be responsible for claims made under TempsPlus fidelity bond unless we report such claims in writing to TempsPlus within 10 days of discovery and cooperate fully in the investigation and subsequent prosecution.

We will furnish TempsPlus employees with a safe place to work as we do for our own employees. We represent that we are familiar with all applicable OSHA requirements and regulations. As TempsPlus employees are assigned to work on our premises and under our supervision, we will indemnify and hold TempsPlus harmless in the event that OSHA citations are issued and/or any claims or actions are brought based on OSHA violations.

All further services to be provided are also expressly subject to the customer's acceptance of these Terms and Conditions. We the customer agree that these Terms and Conditions shall apply to all future orders.

No oral statement of any person shall modify or otherwise affect the foregoing terms and conditions.

### FOR EMPLOYEE

I understand that I must contact TempsPlus office after completing the assignment to determine if there is other work available for me. I agree that if I do not contact TempsPlus upon completion of an assignment TempsPlus can assume I am not available for work.

I will promptly notify the local TempsPlus office if I am injured during the assignment.

I agree to return all of TempsPlus equipment, uniforms, or any advances which TempsPlus may entrust into my care during the assignment. If said property is not promptly returned and TempsPlus files suit to retrieve and collect it, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs of collection as set forth above.

I understand that this time card is the record that I was on assignment and worked the hours shown on the face hereof. TempsPlus cannot issue payment without presentation of a time card initiated by me and signed by the authorized representative of TempsPlus customer. I agree that any time card not submitted for payment within ninety days from the end of the work week which it represents will be void and TempsPlus will not be responsible for payment of any work shown thereon. I will promptly notify in writing if my pay check is not timely delivered and sign TempsPlus "Indemnity Agreement" form in order to obtain a replacement. END