

Western International Staff, Inc.
Temporary Staffing Division
 Phone (480) 777-0008

FAX (888) 716-9173

| | | | |
|----------------------------|--------------|---------------------------|--|
| COMPANY NAME | | WEEK ENDING SUNDAY | |
| | | | |
| ADDRESS | | SUITE | |
| | | | |
| CITY | STATE | ZIP | |
| | | | |
| OFFICE PHONE NUMBER | | EXT | |
| | | | |

EMPLOYEE NAME

EMPLOYEE SIGNATURE

X

IMPORTANT FOR EMPLOYEE: BY EXECUTING THIS FORM, EMPLOYEE AGREES TO TERMS AND CONDITIONS ON REVERSE SIDE; CERTIFIED THAT THIS FORM IS TRUE AND ACCURATE, AND THAT NO INJURIES WERE SUFFERED.

| DAY | DATE | HOURS TO NEAREST QUARTER HOUR | | | | |
|------|------|-------------------------------|--------|------------|---------|----------|
| | | START | FINISH | LESS LUNCH | REG HRS | O.T. HRS |
| MON | | | | | | |
| TUES | | | | | | |
| WED | | | | | | |
| THUR | | | | | | |
| FRI | | | | | | |
| SAT | | | | | | |
| SUN | | | | | | |

| | | REGULAR | | OVERTIME | |
|--|--|---------|-----|----------|-----|
| | | HRS | MIN | HRS | MIN |
| | | | | | |

CLIENT: PLEASE WRITE TOTAL HOURS IN WORDS TO NEAREST QUARTER HOUR ABOVE

TOTAL HOURS

PLEASE PRINT NAME (CLIENT)

TITLE

AUTHORIZED SIGNATURE (CLIENT)

X

IMPORTANT FOR CLIENT: 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. PLEASE DRAW LINE THROUGH UNUSED SPACES ABOVE.

OFFICE COPY

CLIENT TERMS

- Western International, subject to the limitations contained in paragraphs 4 through 7 below, will provide Workers Compensation Insurance, General Liability Insurance, Professional Liability Insurance and Fidelity Bond Insurance for the Temporary Employee while on assignment at Client's premises. At Client's request, Western International will provide client with copies of such insurance policies.
- Temporary Employee shall satisfactorily perform as an Insurance Claims Examiner as directed by Client. If such services are not performed satisfactorily, Western International will, upon prompt notice from the Client, cancel all charges for unsatisfactory services and furnish a replacement as soon as possible. The foregoing shall be Client's sole and exclusive remedy. The signature of Client's representative on Temporary Employee's weekly time sheet shall constitute Client's certification that the hours set forth thereon correctly reflect the hours worked by the Temporary Employee and that the work was performed in a satisfactory manner.
- Client agrees to pay Western International on an hourly rate basis as provided in the Temporary Staffing Services Agreement executed by Client, the terms of which are incorporated herein by reference. If Client authorizes the Temporary Employee to work in excess of 40 hours per week or 8 hours per day, depending upon the governing State law, Client agrees to pay Western International an overtime rate of 1.5 times the hourly rate. Client agrees to utilize Temporary Employee's services for a minimum of 4 hours per day. Western International will submit an invoice to Client for services rendered by Temporary Employee to Client on a weekly basis. All fees for temporary services are due within 10 days from the invoice date. Client agrees to pay Western International a late fee of two percent (2%) per month on all amounts overdue for 30 days or more. In the event Client fails to pay Western International's invoices, Client agrees to be responsible for all collection costs, including, without limitation, attorneys' fees, interest and court costs.
- The Client shall provide Temporary Employee with (a) a suitable workplace which complies with all applicable federal, state and local safety, health and equal employment opportunity standards, statutes and ordinances, including without limitation, Title VII of the Civil Rights Act of 1964, as amended, and the Occupational Safety and Health Act (OSHA); (b) all necessary information, training and safety equipment with respect to hazardous substances; and (c) adequate instructions, assistance, materials, equipment, staff, supervision and time to perform the services requested of them. Client agrees to indemnify, defend and hold Western International harmless for any losses, damages, or claims resulting from Client's failure to satisfy the provisions of this paragraph.
- Client is responsible for the acts, errors and/or omissions of Temporary Employee (a) working at unattended premises, (b) working in situations lacking in appropriate internal controls and safeguards, (c) handling cash, negotiable instruments, valuables, merchandise, or similar property, or (d) on payroll service. Client shall not authorize or instruct Temporary Employee to operate machinery or any motor vehicle without Western International's express written consent.
- Western International is not responsible for claims made under the insurance policies identified in paragraph 1 above, unless Client notifies Western International in writing of such claims within 30 days after the event or occurrence upon which the claim is based.
- Western International and Client agree that Western International is not responsible for claims or losses concerning damage to property within Client's or Temporary Employee's care, custody and control.
- Client acknowledges that Western International has incurred substantial recruitment, screening, administrative and marketing expenses with respect to Temporary Employee. Accordingly, Client agrees that in the event Client employs Temporary Employee, engages Temporary Employee as an independent contractor or retains the services of Temporary Employee through any temporary service firm or arrangement other than Western International within six months of the termination of Temporary Employee's assignment with Client, Client will pay Western International a placement fee which is 25% of the Temporary Employee's hourly rate x 1980 hours. This fee will be due and payable within 30 days of invoice date to client. In the event of Client's non payment of Western International's invoices, Client agrees to be responsible for all collection costs, including, without limitation, attorneys' fees, interest and court costs.
- Client may hire Temporary Employee as its own employee after the Temporary Employee completes 60 working days (minimum of 480 hours) of temporary employment services for the Client, with no permanent placement fee or conversion fee due. If the Client wishes to hire the Temporary Employee prior to completion of 480 hours, Client agrees to pay Western International a conversion charge equal to 480 hours less hours worked by Temporary Employee multiplied by the Temporary Employee's hourly rate.

EMPLOYEE INSTRUCTIONS

- Recording Your Time.** Report all time to the nearest ¼ hour. Do not show odd minutes.
 - Overtime.** You are permitted to work overtime only if the client requests and approves such work. Approval must be obtained from us Western International by the client before overtime can be authorized.
 - Lunch.** Your lunch period will be determined by the supervisor to whom you are assigned.
 - Absence.** In the event of an unscheduled absence, please call your supervisor first, then report the absence to us.
 - Future Assignments.** If you do not contact us after each assignment, we will assume you are not available for work.
- NOTE: In certain states, if you fail to contact us, without good cause, unemployment benefits may be denied.**