



25 West 45th Street, Suite 500, New York, NY 10036 • TEL: 212-986-7001 • FAX: 212-986-5436

FIRM NAME _____ PHONE # _____
 DEPARTMENT _____ FAX # _____
 SUPERVISOR NAME _____ ADDRESS _____
 SUPERVISOR SIGNATURE _____ WEEK ENDING _____

IMPORTANT FOR CLIENT: Signing of this form by the Client certifies that the total hours listed are correct as stated and agreement by the Client to the **TERMS AND CONDITIONS ON THE REVERSE SIDE OF THE TIME SHEET.**

NAME					
EMPLOYEE - PLEASE CHECK ASSIGNMENT <input type="checkbox"/> CONTINUING <input type="checkbox"/> COMPLETED <input type="checkbox"/> AVAILABLE					
I WANT MY CHECK: <input type="checkbox"/> HELD AT 25 W 45TH ST. <input type="checkbox"/> MAILED					
DAY	TIME IN	TIME OUT	LESS LUNCH AT LEAST 1/2 HOURS	TOTAL STRAIGHT TIME	TOTAL OVERTIME
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Total Hours Worked to Nearest 1/4 Hour					

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CLIENT agrees to the following conditions, and consents to be bound by the following:

1. Efro Inc. ("the Company") has the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of workers' compensation insurance as required by state law.
2. CLIENT agrees that if it retains any Temporary Employee for a period of at least one (1) day and it fails to advise the Company of any complaints regarding the Temporary Employee's performance, CLIENT will be responsible for paying the Company all fees due for any and all services performed by the Temporary Employee.
3. CLIENT acknowledges that the Company has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to its Temporary Employees. Accordingly, CLIENT agrees not to directly or indirectly offer to hire, hire or engage as an independent contractor any Temporary Employee assigned to CLIENT by the Company for a period of one hundred eighty (180) days after completion of the Temporary Employee's assignment, or permit or cause any such Temporary Employee to be placed on the payroll of any other firm for a like period, without the express written permission of the Company. In the event CLIENT violates this paragraph, CLIENT promises to promptly pay to the Company as liquidated damages, and not as a penalty, twenty-five percent of the Temporary Employee's annualized compensation, and to reimburse the Company for its reasonable attorney's fees incurred to enforce its rights hereunder. CLIENT shall notify the Company immediately of the completion or termination of a Temporary Employee's assignment.
4. CLIENT agrees to notify the Company immediately whenever any Temporary Employee performs any work under a Government Contract, and agrees to reimburse the Company a price differential to reflect the high wages that may be due any such employee by reason of any Government Contract law or the contract specifications.
5. CLIENT agrees to indemnify and hold harmless the Company, its officers and employees, from and against any and all claims, losses, actions, damages, expenses, liabilities or claims for attorneys' fees arising out of or resulting from: (a) the Temporary Employee's use or operation of CLIENT's owned, non-owned or leased vehicles, machinery or equipment by the Company's employees; and (b) any negligence, wrongful acts, decisions, statements, acts or omissions by CLIENT, its agent or employees or by any other person.
6. CLIENT agrees that it will not entrust the Company's Temporary Employees with unattended premises, cash, checks, negotiable or other valuables without written agreement from the Company. The Company will not be responsible for claims made under its Fidelity Bond unless such claims are reported in writing to the Company and the local police by the CLIENT within seven (7) days after notice of the loss.
7. CLIENT agrees to payment of terms of NET UPON RECEIPT of invoice, and agrees that unpaid accounts will be considered in default after thirty (30) days, from the date of invoice, after which a late charge will be imposed at a rate of 2% per month on unpaid balances. CLIENT agrees to pay the late charge together with any reasonable attorneys' fees the Company may incur to effect collection.
8. CLIENT acknowledges and agrees that in the event a Temporary Employee works more than forty (40) hours in any work week for CLIENT, that Temporary Employee is thereby entitled to compensation at the hourly rate of time and one-half for overtime hours. CLIENT agrees to reimburse the Company for all such overtime payments which the Company pays to its Temporary Employees.
9. CLIENT's signature certifies that the hours shown are correct, that the work was performed to the CLIENT's satisfaction and authorizes the Company to bill CLIENT for the hours worked by the named Temporary Employee. CLIENT agrees that the representative who signs this Agreement is authorized to do so and that the Company may rely upon that signature as binding upon CLIENT, and that the time sheets submitted by facsimile or email transmission shall be accepted as valid for billing purpose. CLIENT agrees to examine invoices upon receipt and to notify the Company of any discrepancies within ten (10) days of receipt of invoice, CLIENT agrees to pay the Company in full if it does not notify the Company of discrepancies within the ten (10) day period. In the event a portion of the invoice is disputed, CLIENT agrees to pay the undisputed portion.