

Fax to (646) 736-2554 or Email to: dan@triplecrownstaffing.com

1. Type or use ballpoint pen.
2. Use a separate sheet for each week and for each assignment.
3. Must be signed by you and an authorized representative of the client company.
4. In order for employee to receive timely payment by [Wednesday] following the workweek, timesheets must be submitted no later than Monday. No exceptions.

IMPORTANT FOR EMPLOYEE: BY EXECUTING THIS FORM, EMPLOYEE AGREES TO THE TERMS AND CONDITIONS BELOW AND CERTIFIES THAT THE HOURS SUBMITTED BELOW WERE ACTUALLY WORKED, EMPLOYEE HAS NOT WORKED (AND WAS NOT ASKED TO WORK) ANY "OFF THE CLOCK HOURS" AND NO ACCIDENT OR INJURY WAS SUSTAINED BY EMPLOYEE WHILE WORKING ON THIS ASSIGNMENT UNLESS NOTED IN COMMENTS SECTION BELOW.

Employee Signature:	
Print Employee Name:	
Comments:	

DATE	DAY	TIME STARTED	TIME FINISHED	LESS LUNCH	TOTAL HOURS WORKED
	MON				
	TUES				
	WED				
	THURS				
	FRI				
	SAT				
	SUN				
TOTAL HOURS FOR WEEK (to nearest ¼ hour):					

Company Name:		Dept:	
Authorized Signature:		Title:	
Print Name:		Tel. #:	

IMPORTANT FOR CLIENT: BY EXECUTING THIS FORM, CLIENT AGREES TO THE TERMS AND CONDITIONS BELOW AND CERTIFIES THAT HOURS SHOWN ARE CORRECT AND COMPLETE. CROSS OUT DAYS NOT WORKED BEFORE SIGNING.

CLIENT COMPANY CERTIFICATION:

We certify that the hours indicated above are correct and complete, the work performed was satisfactory and the person signing is authorized to sign on behalf of the client ("Client"). We agree that the obligation of Triple Crown Staffing Inc ("TC Staffing") to us is limited to assigning employees with certain skills and abilities and, with regard to such employees, to: maintaining personnel and payroll records; calculating and paying wages; withholding and remitting payroll taxes and other government-mandated charges (including workers compensation); hiring, assigning, reassigning, disciplining and discharging; and handling work-related claims and complaints not caused by the acts or omissions of Client or its employees or other agents. We recognize that TC Staffing has an employer/employee relationship with temporary personnel assigned to us and agree to discuss all matters concerning his/her employment, job assignments and pay procedures with TC Staffing.

In the event employee works for us for more than 40 hours in any workweek, we agree to pay TC Staffing 1½ times the agreed-upon billing rate for the assigned employee for all such overtime hours. We will not request or encourage employee to work any "off the clock" time and agree that all employees who work for a period of 6 hours or more in a workday must take at least a 30-minute uninterrupted duty-free meal period between the hours of 11am and 2 pm.

We understand TC Staffing has incurred substantial recruitment, screening, administrative and marketing expenses in providing the services of the employee identified above. If we or any of our affiliates, or any company to whom we assign this employee, either (i) employ or engage this person on a permanent or temporary basis or (ii) use this person's services in a consulting or freelance capacity or through another temporary service at any point during the one year period after the termination of employee or last date of the assignment, we agree to pay TC Staffing a fee equal to 25% of the annualized compensation rate of the employee in the new capacity. (For example, if the new compensation rate were \$40,000, the fee would be \$10,000.) We also understand and agree that at the completion of 150 working days (or 1,200 working hours), the employee shall be eligible to transfer to our payroll and be employed directly by us without a fee charged to the employee or us.

We have not and will not entrust the employee with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable securities or instruments, or other valuables and will not authorize such employee to operate machinery or motor vehicles, or lift or move any heavy objects, without prior written permission from TC Staffing. TC Staffing is not responsible to us or others for claims arising from work performed by this TC employee unless such claims are reported in writing to TC Staffing by us immediately upon discovery, but in no event later than ninety (90) days after the last date of the employee's assignment to us. The preceding sentence serves to effectuate a waiver of claims against TC Staffing only and is not intended to be any indemnity from or assumption of liability by TC Staffing.

We agree that the employee is working at our premises and that oversight and safety of such employee is our sole responsibility. We will provide a safe workplace for the employee and indemnify TC Staffing from claims or liabilities pursuant to the Occupational Safety and Health Act governing premises owned or controlled by us and/or to which the employee is assigned to perform services in or is present in. We agree to reimburse TC Staffing for any adjustments to its workers compensation premiums as a result of injuries suffered by the employee while assigned to us. Our obligation to pay for services rendered by the employee is not affected if the employee terminates the assignment prior to completion. We hereby agree to indemnify, defend, and hold harmless TC Staffing and its affiliates, and their respective owners, officers, employees, contractors, agents, successors and assigns, from and against any and all claims, lawsuits, actions, liabilities, penalties, fines, losses, awards, and judgments arising out of or related to our breach of or misrepresentation contained within these terms and conditions, and any negligent or intentional wrongful act or omission committed by us or our employees or agents.

TC Staffing will pay employee for the total hours noted above (together with any applicable overtime compensation) and will then bill us accordingly. We agree that TC Staffing invoices are for labor and agree to pay such invoices promptly upon receipt. If any invoice is not paid within 21 days from invoice date, interest shall accrue at the rate of 1.5% per month (with an annual rate of 18%) or the highest rate permitted by law, whichever is lower. In the event it becomes necessary for TC Staffing to initiate legal action to recover any past due monies, we agree to reimburse TC Staffing for the costs of such action, including attorney's fees. We acknowledge and agree, to the extent applicable, to comply with the New York Earned Sick Time Act of 2014 as if employee were on our payroll (i.e., by considering any sick hours taken by employee to be considered "time worked" for billing purposes).

We acknowledge that TC Staffing is an equal opportunity employer. We will comply with all applicable federal, state, and local employment laws, and agree not to harass, discriminate or retaliate against the employee because of his or her race, national origin, color, creed, age, sex, disability, sexual orientation, marital status, religion or other category protected by law. We will provide all reasonable accommodations required by law.

THE EMPLOYEE:

In consideration of my hiring and employment by TC Staffing, I acknowledge and agree: (A) unless otherwise agreed by TC Staffing, not to accept employment or engagement, directly or indirectly, whether full-time or part-time, with any client of TC Staffing to whom I am assigned, for a period of one year following termination or last day of any assignment with such client, (B) I am responsible for the accuracy of this time sheet, (C) to notify TC Staffing immediately if I have been put in any hazardous or unsafe condition at the work site or if the hours submitted on this time sheet are not the actual hours I have worked, (D) I have received and reviewed the TC Staffing employment agreement and agree with the terms thereof, (E) at the completion of 150 working days (or 1,200 working hours), I will be eligible to transfer to Client's payroll and be employed directly by Client, (F) if I work 6 hours or more in a workday I will take an uninterrupted duty-free meal break of at least 30 minutes between the hours of 11am and 2pm and that I was provided with and utilized all such meal breaks, (G) I am not permitted to work any overtime (i.e., hours in excess of 40 in any workweek) unless approved in advance by my supervisor, and (H) I have not: (i) operated any motorized vehicle or machinery (other than standard office equipment), (ii) lifted or moved any heavy objects, or (iii) handled any cash, securities, keys, jewelry, or other valuables, and I will not engage in any such activity without TC Staffing's prior written consent. I understand that any violation of these terms and conditions may result in disciplinary action, including the immediate termination of my employment/assignment. I acknowledge that my assignment to Client and my employment by TC Staffing is at-will, any may be terminated at any time, without prior notice, and with or without cause, and such arrangement may only be changed by written agreement between me and TC Staffing.