

▶ First Name

▶ Last Name

THIS TIMECARD MUST BE COMPLETED AND IN YOUR LOCAL SMARTTALENT OFFICE BY 9:00 A.M. MONDAY

▶ CIRCLE YOUR LOCAL OFFICE



WEEKLY TIME CARD

SmartTalent®

Renton Clerical

(425) 271-4226

Fax (425) 277-5019

Seattle

(206) 223-4001

Fax (206) 223-4074

Fife

(253) 922-6770

Fax (253) 922-9506

Renton Industrial

(425) 271-4225

Fax (425) 687-0737

Lynnwood

(425) 776-6500

Fax (425) 776-6550

Kirkland

(425) 827-5111

Fax (425) 827-5114

Lacey

(360) 456-0380

Fax (360) 456-0368

▶ Company

▶ Address

▶ City, State, Zip Code

▶ **Employee Signature**

By signing the time card, I certify the reported hours are accurate and that I have reported all injuries that may have occurred at this job to SmartTalent. Submission of fraudulent timecard entries may be subject to termination as well as civil and criminal prosecution.

▶ **Employee Signature**

I have audited this timecard and my signature below authorizes SmartTalent to pay this employee and bill my company for the number of hours recorded above. **I understand that it is my responsibility to audit this timecard and any errors are my liability.** Unless by prior written agreement, I understand that I may convert the SmartTalent employee to my payroll for a fee of 30% of the annualized starting salary once this employee has worked for me a minimum of 720 hours. If I desire to hire a SmartTalent employee before this employee has worked 720 hours, in any capacity whatsoever, including but not limited to retaining their services as a direct employee, independent contractor, another staffing service or company, I agree to pay a standard conversion fee of 30% of the annualized starting salary. SmartTalent is also entitled to attorney fees should we require to pursue collection.

By signing below, **I agree to the terms above and on the reverse side of this timecard** unless a specific term or condition would contradict or violate a previously signed purchase order or contract, in which case that term would prevail.

▶ **Authorized Customer Signature**

DAY	Month/Date	Time In	Time Out	Less Lunch	TOTAL Hours
MON					
TUE					
WED					
THU					
FRI					
SAT					
SUN					
Week Ending Date				Total Hours For Week	

TERMS AND CONDITIONS:

- ✓ **Governing Law** – This agreement shall be governed and construed in accordance with the laws of the state where the service to the Customer is rendered.
- ✓ **Guarantee** – SmartTalent® does not guarantee the accuracy of the information received by SmartTalent® during the reference check, credit, and criminal background verification or drug screen.
- ✓ **Payment Terms** – Invoices are sent weekly and due upon receipt. Two (2) copies of this time card are for your records and are to be used to reconcile your invoice when you receive it.
- ✓ **Disclaimer of Representations** – No representations or warranties, implied or otherwise, are given by SmartTalent® except as expressly provided in this agreement.
- ✓ **Waiver of Liability** – SmartTalent® shall not incur liability for any consequential damages to the Customer or any third parties resulting from or due to the actions or inaction of its employees.
- ✓ **Disputes** – At the option of SmartTalent® or the Customer, any and all disputes or controversies whether of law or fact and of any nature whatsoever arising from relating to the agreement shall be resolved through binding arbitration by the American Arbitration Association (A.A.A.) in accordance with its commercial rules and regulations.

Customer Responsibilities:

- ✓ Customer will exercise good judgement and management relating to the day-to-day supervision of SmartTalent's® employees. Customer will provide appropriate supervision and training, specifically tailored to the specific job requirements of SmartTalent's® employees assigned to the customer's work site, including all applicable health, safety laws and ordinances as well as any exposures to hazardous materials.

Other Terms and Conditions:

- ✓ SmartTalent® and Customer agree to the following additional terms and conditions with respect to the provision of employee by SmartTalent® to Customer.

- ✓ Customer acknowledges and agrees that SmartTalent® does not furnish insurance to cover damage or physical loss caused by the operation of any vehicle operated by SmartTalent's® employees for Customer benefit or at the request of Customer. The Customer accepts full responsibility for any bodily injury, property damage, fire, theft, collision or public liability claim arising from a SmartTalent® employee being asked by Customer, supervisory employee or anyone else acting on behalf of the Customer, to operate machinery, or equipment, or drive a vehicle, whether owned by a SmartTalent® employee or owned and/or rented by Customer. Any request to operate any motor vehicles, automotive, truck equipment or travel must be approved in writing with SmartTalent's® expressed consent.
- ✓ Customer understands and agrees that SmartTalent® provides employees to work under Customer's direct management and supervision, and thus SmartTalent® has no control over and assumes no responsibility for Customer's internal security systems or other internal safeguards. Accordingly, Customer agrees to assume sole and complete responsibility, and hold SmartTalent® harmless, for any losses or claims that result from a SmartTalent® employee being assigned by Customer the responsibility for handling or possession of any cash, securities, office key, company credit card or other valuables or valuable property. Similarly, Customer agrees to assume complete responsibility, and holds SmartTalent® harmless for any losses or claims that result from SmartTalent® employees having been entrusted with any unattended property or premises.
- ✓ Customer agrees not to allow SmartTalent's® employees to work offshore, on or above water, in or under the ground, in the air or outside of the state without SmartTalent's® express written consent.
- ✓ Customer agrees to supervise the work of any SmartTalent® employee assigned to work with Customer as a paralegal, accountant, engineer or computer programmer. Customer understands that SmartTalent® does not maintain errors and omissions coverage or other professional liability insurance on any paralegals, accountants, engineers or computer programmers that it provides to Customer. Customer agrees to review and approve all work performed by the employee prior to accepting the work. Customer agrees that it will assume sole and complete responsibility, and hold SmartTalent® harmless, for any and all losses or claims that result from a

SmartTalent® employee having rendered a professional opinion or committed any other alleged error or omission in the performance of his/her duties for Customer.

Agreements Indemnify:

✓ RISKS ASSOCIATED WITH SMARTTALENT'S® BUSINESS

- a. SmartTalent® agrees to indemnify and defend Customer from any and all losses, liability, expenses (including court costs and attorney's fees), and claims for damage of any nature whatsoever, which Customer may incur, suffer, become liable for, or which may be asserted or claimed against Customer, on the basis that SmartTalent® has failed to comply with any federal, state or local laws in its capacity as employer of the employees assigned to Customer.
- b. SmartTalent® agrees to indemnify and defend Customer from any and all losses, liability, expenses, (including court costs and attorney's fees), and claims for damage of any nature whatsoever, which Customer may incur, suffer, become liable for, or which may be asserted or claimed against Customer, on the basis that SmartTalent® has materially breached any of its responsibilities as set forth in the General Business Agreement.

✓ RISKS ASSOCIATED WITH CUSTOMER'S BUSINESS

- a. Customer agrees to indemnify and defend from any and all losses, liability, expenses, (including court costs and attorney's fees), and claims for damage of any nature whatsoever, which SmartTalent® may incur, suffer, become liable for, or which may be asserted or claimed against SmartTalent® as a result of Customer's material breach of any of its obligations under this agreement or because of any alleged violation by Customer of any federal, state, or local laws, including OSHA, at the work site of SmartTalent® employees assigned to Customer.
- b. Customer agrees to indemnify and defend SmartTalent® from and against all losses, liability, expense (including court costs and attorney's fees), and claims for damage of any nature whatsoever, which SmartTalent® may incur, suffer, become liable for, or which may be asserted or claimed against SmartTalent® as a result of the acts, efforts or omission of SmartTalent® employees while performing services for Customer.