

# Daley and Associates, LLC Timecard

Name: \_\_\_\_\_

Client: \_\_\_\_\_

Date	Day	Time In	Time Out	Lunch	Total Hrs
	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
<b>Fax timecard to 617-832-2066</b>			<b>Total Hours</b>		

### Contractor Agreement

1. While on assignment, I will be supervised by a designated client representative.
2. My assignment is for professional service activities and can not include physical labor unless authorized in advance by Daley and Associates.
3. I will not render any opinion, financial, tax or policy statement for either Daley and Associates or any assigned to client. Nor will I sign on behalf of either.
4. I will not handle cash, negotiable notes or other valuables without prior written consent from Daley and Associates.
5. At no time am I authorized to function as a messenger or driver for the purpose of transport. I will not drive in any capacity at any time as part of an assignment.
6. During and for a period of 6 months after any assignment I will not solicit employment (directly or through another agent), on a permanent or hourly basis, from any Daley and Associate's client. Any such solicitation must be accomplished through Daley and Associates.
7. I will immediately report to Daley and Associates any and all solicitations of my service, on a permanent or hourly basis, from a Daley and Associate's client (or agent of) with whom I have been assigned, during or for a period of 6 months from each assignments conclusion.
8. All information about Daley and Associate's clients or assignments, and any and all internal communication or documentation that I may become cognizant of, directly or indirectly, is to be held as strictly confidential. Should I fail in this commitment, resulting consequences, including damages, will be mine and not the responsibility of Daley and Associates.

\_\_\_\_\_  
Employee Signature

### Client Terms & Agreements

1. Client agrees that Daley and Associate's obligation to client is limited to their employee's assignment (subject to client's skill screening and selection) maintaining payroll records, payment of wages, related withholding and remit of payroll taxes, workers' compensation, assign / reassign, counsel, discipline and discharge.
2. Client agrees to review and certify all reported time for each assigned employee in a timely fashion, but never later than Monday for the previous assigned week ending on Saturday. This certification further confirms that the work / services provided were to client's satisfaction.
3. Client agrees that any assigned employee hours over 40 in any week period will be billed at an OT rate agreed to, but never less than the percentage OT rate mandated by applicable State, Federal or local laws, plus established markup.
4. Client agrees to pay net upon receipt of invoice plus any late pay charges, of 1.2% per month (or the maximum legal rate), on balances past due for 30 days from date of invoice receipt.
5. Client will not entrust assigned employee(s) with unattended premises or any valuables, including but not limited to, cash, negotiable instruments, credit cards, confidential or trade secret information or any other valuables, without prior written consent of Daley and Associates.
6. Client will not request or enable assigned employees to drive any vehicle in connection with their assigned services.
7. Client agrees to not directly or indirectly solicit assigned employees during or for a period of 6 month from completion of their assignment. Further, client will never intentionally or unintentionally cause assigned employee to be transferred to another entities payroll, or other wise become an employee of other contracting services firm.
8. Should client fail in their agreements, described in 7 above, client will pay to Daley and Associates 30% of the assigned employees annualized compensation (based on last hourly rate) or \$10,000.00, whichever is greater. Client further agrees that the payment agreement, described in 4 above, will apply.
9. Should client offer and assigned employee accepts a permanent position, during or for 6 months after date of assignment completion, a fee of 30% of the annualized salary will be due. However, for each month (minimum of 160 hours billed and paid by client) a 10% discount of the calculated fee amount will be applied.
10. Client agrees that if they contract a Daley and Associates' employee, directly or through an alternative agent, during the period from start to 6 months post assignment completion, they will be obligated to pay Daley and Associates an amount equal to the bill rate paid the alternative agent for all hours employee worked or an amount equal to the direct pay rate, subject to the same markup in place during the period of assignment through Daley and Associates.

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Supervisor / Manager Signature