



Fax: (925) 939-3737 \* Phone: (925) 939-1162

NEW CONCEPT EMPLOYEE:	
EMPLOYEE SIGNATURE:	WEEK ENDING:

Current assignment continuing?  Yes  No  
 Available for new assignment?  Yes  No  
 Direct Deposit  Mail  Pick up check in  
 Walnut Creek by 5:00 p.m. on Wednesday

ENTER DATES →	DATE		DATE		DATE		DATE		DATE		DATE		DATE	
	MON		TUES		WED		THURS		FRI		SAT		SUN	
	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.	Hrs.	Min.
TIME IN														
LUNCH OUT														
LUNCH IN														
TIME OUT														
TOTAL STRAIGHT TIME														
TOTAL OVERTIME														

STRAIGHT TIME		OVERTIME	
HRS	MIN	HRS	MIN

CLIENT SIGNATURE \_\_\_\_\_

PRINT CLIENT NAME \_\_\_\_\_

DIV OR DEPT \_\_\_\_\_ CITY \_\_\_\_\_

CLIENT SIGNATURE \_\_\_\_\_

CLIENT: THE HOURS AS SHOWN ABOVE ARE CORRECT. BY SIGNING THIS CLIENT APPROVAL, WE AGREE TO BE BOUND BY THE TERMS OF THE CONDITIONS OF ASSIGNMENT AS STATED BELOW.

EMPLOYEE: EXECUTION OF THIS TIME SHEET IS YOUR RESPONSIBILITY. YOU CANNOT BE PAID UNLESS THE TIME SHEET IS SIGNED BY YOU AND THE CLIENT. I HEREBY CERTIFY THIS TIME SHEET IS TRUE AND THAT I SUSTAINED NO INJURIES DURING THIS ASSIGNMENT.

**FAX A COPY BY 12:00 NOON ON MONDAY TO ENSURE PROMPT PAYMENT**

**Condition of Assignment:** For the service of our employee, whose name appears on the front of this copy under "New Concept Employee," we will invoice your firm as verbally agreed. Legally required overtime will be billed at the same multiple as is required to be paid to the employee (e.g. one and one-half times the billing rate for overtime that must be paid at time and a half). **TEMPORARY ASSIGNMENTS ARE BILLED FOR A MINIMUM OF 4 HOURS.**

The billing rate charged is determined on a basis of the amount of experience necessary to do the assignment and not the amount of experience of our employee. Should you wish to use our employee for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call your local **New Concept** office for any adjustment in the hourly billing rate.

Our employee is assigned to you under the following **Conditions of Assignment:**

- The person assigned is an employee of **New Concept** and shall not be deemed to be your employee. You agree that **New Concept** Staffing Services has incurred (and will continue to incur) expenses in acquiring and maintaining its staff of temporary employees. **New Concept** warrants that its employee is adequately covered by Worker's Compensation Insurance and that it assumes total responsibility to pay all applicable federal, state, and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges.
- New Concept** guarantees your satisfaction with our employee's services by extending to you a one-day (4 hours) guaranteed period. If, for any reason, you are dissatisfied with the employee assigned to you; **New Concept** will not charge for the first 4 hours worked, provided that **New Concept** replaces the individual assigned. Unless you contact us before the end of the first four hours, you agree that our employee assigned is satisfactory and further agree to these **conditions of assignment**.
- Our employees will present a time sheet to you or your representative for verification and signature at the end of each week. Your signature thereon indicates your acknowledgement of all of the Conditions of Agreement. Compensation to our assigned employee is on a weekly basis, and you will be billed weekly for the total hours worked. **Because New Concept invoices reflect payroll we have already paid, our invoices are due upon receipt.**
- Our employee is only authorized to work on-site at the job location.
- After you evaluate the performance and potential of our employee on the job, you may wish to employ this person directly. Our employees represent our inventory of skilled professionals and in the event you wish to convert them to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee calculation is 20% of the candidate's first year's estimated salary minus 10% of the amount billed for the employee while on the assignment (e.g. 20% of \$20,000 salary is \$4,000).

- The conversion fee is applicable if you hire our employee assigned to you, regardless of the employment classification of either a permanent, temporary (including temporary assignments through another agency) or consulting basis within 1 years after the last day of the assignment. You also agree to pay a conversion fee if our employee assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our employee to that company.
- You shall contact employees and schedule assignment extensions only through **New Concept**.
- Supervision of a **New Concept** employee's work on your premises (or whatever you assign the employee) is your responsibility. Since **New Concept** is not a professional accounting firm, it is expressly understood that a **New Concept** employee is not authorized to render an opinion on behalf of **New Concept** or on your behalf on financial statements, nor is the employee authorized to sign the name of **New Concept** or sign the employee's own name on financial statements or tax returns while on a **New Concept** assignment.
- It is understood that we will not authorize a **New Concept** employee to operate machinery (other than office machines) or automotive equipment. It is agreed the client accepts full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims, any of which may be caused as a result of an accident while a **New Concept** employee is driving the client's vehicle whether owned or rented.
- Under no circumstances will **New Concept** or its insurers be responsible for any claims of employee dishonesty or misconduct unless such claims are reported to **New Concept** within ten days of the occurrence and you cooperate fully in the investigation and prosecution of such claim.
- A **New Concept** employee may not handle cash, negotiables or other valuables without the written consent of **New Concept** and then only under your direct supervision. A **New Concept** employee may not, under any circumstances, transport or convey monies, securities or any negotiable instruments (including, but not limited to delivering bank deposits to a bank or other institution).
- You agree not to advance cash or valuables to a **New Concept** employee and waive any right that you might claim to offset or recoup any such advances actually made against any amount owed to **New Concept**.
- It is understood that under no circumstances will **New Concept** be responsible for claims for work performed unless such claims are reported in writing to **New Concept** within Ninety (90) days after termination of the temporary assignment.
- Unless otherwise prohibited by the law of the state where this placement occurred, in the event that you fail to pay the charges of **New Concept** when due, then you agree to pay all costs of collection of **New Concept**, including reasonable attorney's fees, whether or not suit is initiated.

Thank you for your confidence in **New Concept**.