



Phone: (650) 320-9698
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 4157-A El Camino Way
 Palo Alto, CA 94306
 www.hallmarkpersonnel.com

- White/Yellow-Hallmark
- Pink-Client
- Gold-Employee

1. Please check your hours and totals for accuracy.
2. Time card must be signed by an authorized representative of the client company.
3. Original time card or fax must be received by Monday Noon, **at the latest.**

EMPLOYEE SIGNATURE	PRINT NAME
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IMPORTANT: Employee signature certifies that the hours reported are true and accurate, that no injuries were suffered, and that the work reported was performed according to the guidelines on the reverse of this form.

Week Ending Date (Sun) _____/_____/_____					Total Hrs. Worked	
Date	Day	Start	Finish	Lunch 1/2 hr per 6 hrs.	Regular	Overtime
	Mon					
	Tues					
	Wed					
	Thu					
	Fri					
	Sat					
	Sun					
Total hours for the week to the nearest 1/4 hour						
Four hour minimum per assignment						
CLIENT SIGNATURE				PRINT COMPANY		

Client signature certifies hours and Conditions of Assignment on reverse side.

Thank you for choosing Hallmark Personnel!

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

The person assigned is an employee of Hallmark Personnel and shall not be deemed to be your employee. Hallmark Personnel warrants that its employee is adequately covered and provided for under the Hallmark Personnel Workers' Compensation Insurance and General Liability Insurance policies. Hallmark Personnel also 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.

At the end of each week, our employee will present a time record to you or your representative for verification and signature. Your signature thereon indicates your agreement with all of the **Conditions of Assignment**. Our compensation to our assigned employee is on a weekly basis, and you will be billed weekly for the total hours worked. Because Hallmark Personnel invoices reflect payroll we have already paid, our invoices are due upon receipt.

Hallmark Personnel guarantees your satisfaction with our employees' services by extending to you a 4 hour guarantee period. If you are dissatisfied with the employee assigned to you for any reason, please contact Hallmark during the first four hours of the assignment. Hallmark will remove the employee and attempt to provide an immediate replacement. You will not be billed for the hours worked by the unsatisfactory employee. If Hallmark is not contacted within the first 4 hours, you agree that our assigned employee is satisfactory and further agree to these **Conditions of Assignment**.

Hallmark Personnel Policy and Rate information has been given to your company's Human Resources department and/or main temporary staffing contact. This information states that Hallmark temporary employees must complete a specified number of hours on Hallmark's payroll before they may be converted to temp to hire without fee. If a Client company wishes to convert the employee before the specified number of hours has been completed, a fee will be charged based on the number of remaining hours.

Should a client company wish to hire a person who has previously been assigned to that company as a Hallmark temporary employee, a period of six months must elapse between the last date worked at the client company on Hallmark's payroll and the date of hire. If less than six months have elapsed, the company is subject to a temp-to-hire conversion charge.

Supervision of a Hallmark Personnel employee's work on your premises (or wherever you assign the employee) is your responsibility. Hallmark employees must not use their own vehicles for purposes of running errands for the client, including errands performed while going to or returning from work. The insurance furnished by Hallmark does not cover physical loss, damage or liability caused by the operation of the client's automotive equipment. It is agreed that 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 Hallmark employee is driving the client's vehicle, whether owned or rented.

A Hallmark employee may not handle cash, negotiables or other valuables without the written consent of a Hallmark officer and then only under Client's direct supervision. Under no circumstances may a Hallmark employee transport or convey monies, securities, or any other negotiable instruments including bank deposits.

Client agrees to comply with applicable state and federal civil rights laws and other employment related laws as they pertain to Hallmark employees. The client agrees to hold Hallmark harmless where Hallmark is made a party to any claim arising out of the Client's alleged violation of any such laws.

Client agrees to hold Hallmark harmless from claims and demands arising out of the Occupation Safety and Health Act as it relates to premises owned or controlled by the client to which Hallmark employees are assigned. Client agrees to provide a suitable place for Hallmark employees to work in performance of the services rendered under this agreement. This place shall comply with all applicable statutes and ordinances relating to health and safety maintained by client for its own personnel. Client hereby waives any claim that it may have and agrees to indemnify and hold Hallmark harmless from any claims made by employees of Hallmark or any third persons relating to the exclusion from coverage of any employee of Hallmark under any retirement plan, welfare benefit plan, health plan and accident plan, medical insurance plan or other employee benefit plans or arrangements maintained by the Client.

The client signature on the reverse side certifies that the hours worked are correct and acceptable for billing purposes, and that the work was performed in a satisfactory manner. If there are any questions, Client must call Hallmark immediately and prior to signing this agreement.

If Hallmark is required to begin or defend any action to enforce any of the terms of this agreement or its provisions, including the payments to Hallmark of payments due by Client, Hallmark shall be entitled to reimbursement of reasonable attorneys fees and costs incurred in such suit.

The terms of this agreement may only be changed in writing signed by both parties. The interpretation of the agreement shall be governed by the laws of the State of California.