

EMPLOYEE NAME	DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY HOURS
CLIENT NAME		MON					
<b>ATTENTION TEMPORARY EMPLOYEES</b> In consideration for Excel's effort on my behalf, I agree to notify Excel as follows: • When a company at which I have been working as a Excel temporary employee changes the job description of my assignment. • When a company at which I have worked as an Excel temporary employee offers to hire me directly during or within 6 months following the end of the assignment. • As a temporary employee, you may be disqualified from unemployment benefits when you voluntarily quit a temporary assignment before completion, refuse assignments, are repeatedly absent or not able to meet the time requirements of an assignment. I certify that I have worked the hours listed on this time report.		TUE					
		WED					
		THU					
		FRI					
		SAT					
		SUN					
		<b>TOTAL</b>					
EMPLOYEE SIGNATURE _____	<b>TOTAL HOURS IN WORDS _____</b> <b>Draw a line through days not worked.</b> <b>Overtime is paid after 40 hours on a weekly basis.</b> <b>Daily hours are rounded to the nearest quarter hour.</b> <b>A copy or faxed signature constitutes an original signature.</b>						
<b>CLIENT APPROVAL</b>							
We authorize that the hours on this time card are correct and the work performed is satisfactory. We acknowledge we are bound by the Contract and Conditions of Services set forth on the reverse side of this Weekly Time Report.							
CLIENT SIGNATURE _____							
CLIENT SIGNATURE (PRINT) _____							
TELEPHONE NUMBER _____							

**WEEK ENDING SUNDAY**

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**A SIGNED TIME REPORT  
MUST BE RECEIVED  
BEFORE 10 AM MONDAY**  
Time reports received after 10 AM will be paid the following week.

Payroll is deposited into your account on Thursdays.

Fax completed time report to 203-978-6203 or email to [payroll@excel-partners.com](mailto:payroll@excel-partners.com)

WHITE COPY: CLIENT COMPANY  
YELLOW: EXCEL  
PINK: EMPLOYEE

**Excel Partners, Inc.      535 Connecticut Ave., Norwalk, CT 06854    203-978-6200    •    100 Mill Plain Rd, Danbury, CT 06811 203-826-3443**

**Contract and Conditions of Services**

- Client, for itself, affiliates, subsidiaries, parents, and their officers and employees, agrees to the following conditions and consents to be bound by the following:
- Client's signature certifies that the hours shown are correct, that the work was performed to the Client's satisfaction and authorizes Excel to bill Client for the hours worked by the named Employee. Client agrees that the representative who signs this Agreement is authorized to do so, that Excel may rely upon that signature as binding upon Client, and that time sheets by facsimile or email transmission shall be accepted as valid for billing purposes.
  - Client agrees that if a non-exempt Temporary Employee works more than forty (40) hours in any work week for Client, that Temporary Employee is entitled to compensation at the hourly rate plus one-half for such overtime hours. Client agrees to pay Excel at one and one-half (1½) times the hourly bill rate for all such overtime worked.
  - Excel invoices reflect payroll already paid to Excel employees for services provided to Client. Client agrees to payment terms of Payment Due Upon Receipt of Invoice. All Excel services are subject to applicable sales tax (unless an Exemption Certificate is provided). Late charges will accrue on unpaid balances after 30 days from the date of the receipt of the invoice at the rate of 1½% per month (Annual Percentage Rate of 18%) or the maximum legal interest rate, whichever is higher. Client, specifically, agrees to pay the late charge.
  - Excel offers a four (4) hour guarantee. If Client retains any Temporary Employee for a period of at least four (4) hours and fails to advise Excel of any complaints regarding the Temporary Employee, Client is responsible for paying all fees due for all services performed by the Temporary Employee. Client shall immediately notify Excel of the completion or termination of a Temporary Employee's assignment.
  - Client acknowledges that Excel has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to the Temporary Employees, and that the identity, telephone number, address, skills, qualifications, preferences and work history of the Temporary Employee constitute trade secrets of Excel. Accordingly, Client agrees not to directly or indirectly employ, offer to hire, hire, engage as an independent contractor, request or require that an Excel Temporary Employee continue an assignment as a Temporary Employee through another employment service during any such assignment and for a period of 12 months after completion of such assignment, except with the express written consent of Excel. If Client violates this paragraph, Client promises to pay Excel, as liquidated damages and not as a penalty, a conversion fee as set by Excel's Temp-to-Hire Conversion Agreement which is not more than 25% or less than 10% of the annual salary and prorated based on number of days worked prior to the conversion date.
  - Client agrees that when an Excel Temporary Employee is entrusted with cash, checks, or negotiable instruments, or other valuables, Client will notify Excel and provide direct supervision of Excel Temporary Employee.
  - Client agrees to indemnify and hold harmless Excel, its officers and employees, from and against any and all claims, losses, judgments, liabilities or claims for attorney's fees arising out of or resulting from: (a) the Temporary Employee's use or operation of Client's owned, non-owned or leased vehicles, machinery or equipment; and (b) any negligence, wrongful acts or breaches of this Agreement by Client or by any other person.
  - Client agrees to supply a safe and suitable workplace for Excel employees, and shall be solely responsible for complying with all applicable federal and state occupational safety and health laws and regulations, including training, supplying protective equipment and providing information, warnings and safety instructions.
  - Client acknowledges that Excel is an Equal Opportunity Employer, and agrees that it shall not harass, discriminate against or retaliate against any Temporary Employee because of their national origin, age, sex, disability, sexual orientation, marital status or other category protected by law, nor shall any Client cause or request Excel to engage in such discrimination.
  - Client agrees to reimburse Excel for all expenses and reasonable attorney's fees it may incur to enforce any provision of this Agreement, and Client waives the right to a jury trial in any proceeding between Client and Excel.