



KEARNEY • BOYLE & ASSOCIATES, INC.

Think Legal...Think KBA

50 California Street, Suite 960, San Francisco CA, 94111 | Tel: (415) 477-1930
www.KBAJOBS.com | contact@kbajobs.com

EMPLOYEE INFORMATION

Has your address changed? YES NO

LAST NAME	FIRST	MIDDLE
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IF YOU HAVE A NEW ADDRESS YOU MUST SUBMIT A NEW W-4

NAME OF COMPANY		
ADDRESS		DEPARTMENT
City	State	Zip
SUPERVISOR: BY SIGNING THIS TIMECARD, THE UNDERSIGNED WARRANTS BEING AUTHORIZED TO SIGN ON BEHALF OF HIS/HER COMPANY, AGREES THE WORKED HOURS STATED ABOVE ARE ACCURATE AND THAT THE WORK WAS SATISFACTORY, AND AGREES TO THE TERMS STATED BELOW.		

AUTHORIZED SUPERVISOR'S SIGNATURE _____ DATE _____ PRINT SIGNED NAME _____ TITLE _____

WEEK ENDING SUNDAY __/__/__	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														
REGULAR TIME														
OVERTIME														
DOUBLE TIME														
WEEKLY	REGULAR		OVERTIME		DOUBLE TIME		JOB TITLE							
Are you returning to this assignment next week? <input type="checkbox"/> YES <input type="checkbox"/> NO							<input type="checkbox"/> MAIL CHECK		<input type="checkbox"/> PICK UP CHECK					

Employee Signature
EMPLOYEE: KBA'S EMPLOYEE WARRANTS HAVING WORKED THE HOURS STATED ON THIS TIMESHEET.

KEARNEY-BOYLE & ASSOCIATES, INC. TERMS & CONDITIONS
 The person signing the front of this timecard agrees and warrants that he/she is authorized to sign for, and to bind his/her company ("Client"), to the terms and conditions stated below under which Kearney Boyle & Associates ("KBA") provides the services of its employee ("Temp") at Client premises, unless Client has signed a separate KBA Work Agreement, which would supercede any conflicting terms below:
 1. KBA charges a daily minimum charge of 4 hours for its Temp, and KBA charges for hours worked by its Temp, in excess of 8 hours/day or over 40 hours/week, at 150% of its Temps' regular hourly rate, and work in excess of 12 hours a day will be billed at 200% his/her regular hourly rate.
 2. Client must notify KBA of any unsatisfactory work by its Temp within 4 hours of his/her start time, in which case KBA would not charge for such time and would try to assign a replacement. Client's failure to timely notify may, at KBA's sole option, result in Client being liable for all its Temps' stated time.
 3. KBA will bill Client for the hours on the front of this time sheet at the quoted hourly fee rate (KBA bills weekly), with its fess payable on receipt. KBA invoices are not paid within 30 days of receipt will incur an added 1-1/2% per month charge (18% per year.) In the event KBA sues to collect any fees or other amount due form Client or to enforce this Agreement, Client will pay KBA's reasonable attorneys fees.
 4. The person who provides these services is a KBA employee. Client warrants and agrees:
 a) It operates its business and facility in compliance with all applicable laws, rules and regulations; b) will be solely responsible to supervise KBA's Temp(s) at Client's premises; c) agrees to provide KBA Temp(s) will all necessary training, equipment, and safety equipment; d) agrees to provide KBA's Temp(s) with a safe, harassment-free and discrimination-free environment, and e) agrees to indemnify KBA, and defend and hold it harmless if there are any claims that it failed to do so.

5. Client agrees: to not provide any equipment for Temp's personal use, to not have KBA Temp operate any vehicle or equipment (other than suitable office equipment), to not have the Temp handle cash or negotiable instruments, and to not charge Temp's assigned work duties, without KBA's prior written permission. Client understands that KBA does not provide insurance or reimbursement to Client to cover any losses it may incur as a result of its Temps' actions or omissions.
 6. Client must report to KBA any Temp misconduct or injury within 48 hours after such event, and it agrees to cooperate fully in any KBA investigation of any claim.
 7. If during or within 365 days after the end of the Temps' work assignment, Client, or one of its divisions or affiliates, directly or indirectly hires or uses any KBA Temp as an employee, consultant, contractor, or as a temp through another agency, or refers/reveals him/her to a third party such as another staffing agency, Client agrees that, within 10 days of such conversion, it will notify KBA and pay KBA a conversion fee consisting of the following, less a credit of 10% of the fees already paid by the Client for that converted Temp:
 2% per thousand of the projected annualized compensation that KBA has been paying the Temp before conversion; for example, if Client converts KBA's Temp at a projected annualized compensation of \$20,000, then Client would owe KBA a conversion fee of \$8,000 (40% x \$20,000).
 If it does not timely notify and pay such conversion fee to KBA, then Client would owe KBA a conversion fee of 150% (i.e. 3% per thousand) of the fee rate stated above, without 10% credit.
 8. Client hereby warrants that Client is in full compliance with all laws, rules and regulations of duly constituted governmental bodies concerning KBA, Inc, employees or any other employees, and that KBA, Inc. employees will be provided rest and meal breaks in accordance with the law.