



Your Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Job Number: 

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 Employee ID Number: 

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Week Ending 

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 Month Day Year

Please enter the exact time you arrived, left for lunch, came back from lunch and went home

	Date		Date		Date		Date		Date		Date		Total Hours*
	Hrs	Min	Hrs	Min	Hrs	Min	Hrs	Min	Hrs	Min	Hrs	Min	
TIME IN	:	:	:	:	:	:	:	:	:	:	:	:	
LUNCH OUT	:	:	:	:	:	:	:	:	:	:	:		
LUNCH IN	:	:	:	:	:	:	:	:	:	:	:		
* 2nd LUNCH OUT	:	:	:	:	:	:	:	:	:	:	:		
* 2nd LUNCH IN	:	:	:	:	:	:	:	:	:	:	:		
TIME OUT	:	:	:	:	:	:	:	:	:	:	:		
REG HOURS	.	.	.	.	.	.	.	.	.	.	.	.	
O/T HOURS	.	.	.	.	.	.	.	.	.	.	.	.	
DBL TIME HRS	.	.	.	.	.	.	.	.	.	.	.	.	

\* a 2nd meal period must be taken, unless you have signed a meal period waiver, before the 10th hour of work. The 2nd meal period is MANDATORY and may not be waived after the 12th hour of work.

**Employee Agreement:** I certify by my signature that the hours shown are correct. I also certify that I was provided with a 10-minute paid break for every four hours, or major fraction thereof, that I have worked and I have been provided with meal periods in accordance to state law. I understand that my paycheck may be delayed if this timecard is incomplete or turned in after the required weekly deadline. I will call Kimco at the end of my assignment to advise them of my availability for future assignments. **Employee's Signature:** \_\_\_\_\_

**Customer Agreement:** I certify by my signature that the employee of Kimco Staffing Services, Inc. named on this card worked the hours indicated with services performed satisfactorily. I understand that if our company wishes to hire this person, we will respect Kimco's employer-employee relationship and have read, understand and agree to the terms and conditions stated below. **Company:** \_\_\_\_\_ **Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Customer Agreement:** Customer understands and accepts responsibility for supervision of Kimco Services, Inc. (Kimco) employees' work on customer's premises. Customer agrees to train in safety procedures as necessary for performance of the assignment, including disclosure of exposures to hazardous substances and related safety requirements. Customer assures use of necessary safety equipment by Kimco employees. Customer hereby agrees to defend, indemnify and hold Kimco harmless from any and all fines, penalties and assessments, including attorney's fees incurred by Kimco as a result of any violations or alleged violations by any Federal, State or local law, regulation or ordinance relating to health and safety with respect to any premises owned or in the care, custody or control of customer and to which Kimco employees are assigned.

Client understands and agrees that Kimco employees may not operate or drive any motorized vehicle, travel on behalf of the customer, operate any machinery (except office machinery), perform any work on ladders or scaffolding that is over six feet high, or work with any hazardous chemicals without prior written consent from Kimco. Client represents that their work site complies with OSHA and all other applicable governmental rules and regulations. Client agrees to train in safety procedures as necessary for the performance of the specific assignment, including disclosure of exposures to hazardous substances and related safety requirements. Client assures availability and required use of necessary safety equipment by Kimco employees. Client agrees not to assign Kimco employees to perform any work other than that described at the time Client placed the job order without prior written approval from Kimco.

Kimco financial employees cannot render a professional opinion on any financial statement on behalf of Kimco. Kimco financial employees cannot sign their names or the Kimco name to any financial statement or any tax return while on assignment with a Kimco client.

Customer agrees that no insurance is afforded by Kimco for physical loss or damage to Customer's machinery, equipment, material or any motorized vehicle (whether licensed for road use or not) in the care, custody, or control of Kimco, its agents, or employees and that Kimco shall not be liable for physical loss or damage to said property or loss of said property caused by Kimco, its agents, or employees. Also, Customer accepts full responsibilities for claims involving bodily injury (excluding injury to Kimco employees), property damage, fire, theft, collision, cargo damage, or public liability damage incurred as a result of a Kimco employee operating or driving any such machinery, equipment, or vehicles.

Customer agrees to immediately notify Kimco management of any claims of discrimination or sexual harassment involving Kimco employees, and agrees to work closely with Kimco to resolve any issues arising from such complaints. Customer certifies that its own employees have been given training regarding prohibition of sexual harassment and discrimination in the workplace.

Customer will not entrust Kimco employees with the care, custody or control of premises, cash, negotiables, valuables, or other similar property without prior written permission from Kimco on each occasion. It is understood and agreed that claims made under the Commercial Blanket Bond must be reported in writing to Kimco within fourteen (14) days of the occurrence, or Kimco shall not be responsible for such claims. In the event of any theft, error or omission resulting in negligence, Customer agrees to prosecute and file all necessary actions. Only in the event of conviction will the bond respond with payment of the loss.

Customer understands that the personnel supplied by Kimco results from substantial expense incurred for advertising, screening, testing and training of said personnel. Therefore, in consideration of this service, Customer agrees that if employee is employed by Customer, their associates or affiliates, or by an employee leasing company or other staffing company through whom customer obtains personnel, during a Kimco assignment or within six (6) months after the temporary assignment ends, Customer agrees to pay Kimco an amount equal to 35 percent of the employee's estimated annual compensation.

Kimco invoices customers weekly on the basis of hours worked, multiplied by the hourly service rate. Customer understands that temporary employees must be paid overtime in accordance with Customer's applicable wage order. Therefore, payment of overtime wages will be at Customer's discretion, and any claims arising from improper payment of overtime shall be the responsibility of the Customer. Payment is net 5. Should legal recourse be taken by Kimco to enforce this agreement or any part herein, Customer agrees to accept liability for all attorney fees and court costs.