

AYS STAFFING GROUP TIMECARD

Corporate Office: 275 West Main Street • Suite 201 • Sayville, New York 11782
 Telephone: 631•589•4174 • Fax: 631•563•2477
 Manhattan Office: 41 East 11th Street • 11th Floor • New York, NY 10003
 Telephone: 212•699•6461
 Website: aysstaff.com

Date: _____

Caterer/Client _____

Function _____

SIGN IN-OUT SHEET				
AYS Employee (Print Name)	Time In	Time Out	Total Hours	Signature
Total Hours				Gratuity to be billed per employee: \$

SIGN IN-OUT SHEET (From 5 to 0) 5=Excellent - 0 Unacceptable				
Attitude	Skill	Uniform	Total Rating	Comments

Circle one: Gratuity received at party? YES NO

Client Signature: X _____

Client: Your signature represents that you are in agreement with the terms and conditions on front and reverse side hereof and the hours shown are correct and the work was completed in a satisfactory manner. Minimum five hours per employee per function. Cardholders acknowledge receipt of services and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer.

CONTRACT AND CONDITIONS OF SERVICE

CLIENT agrees to the following conditions, and consents to be bound by the following:

1. AYS Staffing, Inc. ("the Company") has the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of workman's compensation insurance as required by the state law.

2. CLIENT acknowledges that the Company has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to its Temporary Employees. Accordingly, CLIENT agrees not to directly or indirectly offer to hire, hire or engage as an independent contractor any Temporary Employee assigned to CLIENT by the Company for a period of one year after completion of the Temporary Employee's assignment, or permit or cause any such Temporary Employee to be placed on the payroll of any other firm for like period without the express written permission of the Company. In the event CLIENT violates this paragraph, CLIENT promises to promptly pay the Company, as liquidated damages and not as a penalty, the sum as Three Thousand Dollars (\$3,000.00), and to reimburse the Company for its reasonable attorney's fee incurred to enforce its rights hereunder. CLIENT shall notify the Company immediately of the completion or termination of a Temporary Employee's assignment.

3. CLIENT promises and agrees not to allow or request any Temporary Employee to serve or provide liquor to any minor or mentally incompetent person. CLIENT promises and agrees to indemnify and hold harmless the Company for (a) any damages or liability the Company may incur due to the service of liquor to any minor or mentally incompetent person, and (b) for any liability or damages to the Company or a Temporary Employee may incur under the Dram Shop Act, General Obligations Law 11-101. CLIENT acknowledges its sole responsibility for any damages or injuries which may have been caused, directly or indirectly, by any food or beverage served by any Temporary Employee while on an assignment with CLIENT.

4. CLIENT agrees to indemnify and hold harmless the Company, its officers and employees, from and against any and all claims for attorneys' 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 by the Company's employees, (b) any negligence, wrongful acts, decisions, statements, acts or omissions by CLIENT, its agents or employees or by any other persons; and (c) any negligence, wrongful acts, decisions, statements, acts or omissions by the Company's Temporary Employee.

5. CLIENT agrees that it will not entrust the Company's Temporary Employees with unattended premises, liquor, cash, checks, negotiable or other valuables without the prior written agreement from the Company. The Company will not be responsible for claims made under its Fidelity Bond unless such claims are reported in writing to the Company and the local police by the CLIENT within seven (7) days after the notice or loss.

6. CLIENT agrees to payment to terms of NET UPON RECEIPT of invoice, and agrees that unpaid accounts will be considered in default after sixty (60) days from the date of invoice, after which a late charge will be imposed at the rate of 1 1/2% per month on unpaid balance (ANNUAL PERCENTAGE RATE OF 18%) or the maximum legal interest rate, whichever is higher, to be calculated from the date of services rendered. CLIENT agrees to pay the late charge together with any reasonable attorney's fees the Company may incur to effect collection.

7. CLIENT's signature certifies that the hours shown are correct, that the work was performed to the CLIENT's satisfaction, and authorizes the Company to bill Client for the hours worked by the named Temporary Employee. CLIENT agrees that the representative who signs this agreement is authorized to do so and that the Company may rely upon that signature as binding upon CLIENT.