



MADDEN

INDUSTRIAL CRAFTSMEN

PLEASE RETURN TO THE OFFICE BY 12:00 PM MONDAY

Fax: (503) 690-9815

Email: Time@mic.com

DAY	DATE	HOURS TO NEAREST QUARTER HOUR						EMPLOYEE	(FIRST) NAME	(LAST)
		REGULAR HOURS		OVERTIME HOURS		DOUBLE TIME HOURS				
		HOURS	MIN	HOURS	MIN	HOURS	MIN			
MONDAY										
TUESDAY										
WEDNESDAY										
THURSDAY										
FRIDAY										
SATURDAY										
SUNDAY										
	TOTAL									

NOTE: 4 Hour Daily Minimum on all employees.

IMPORTANT FOR CLIENT: By execution of this form, client certifies that hours shown are correct; work was satisfactory; and that client agrees to the terms and conditions on the reverse side of this form. This agreement supersedes all other agreements verbal or written.

WEEK ENDING DATE

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EMPLOYEE PLEASE COMPLETE

PLEASE CONTACT THE OFFICE AT THE END OF EACH ASSIGNMENT

UNLESS NOTED ON THIS FORM, I HAVE NOT BEEN INJURED ON THE JOB THIS WEEK AND CERTIFY THAT I HAVE WORKED THE HOURS LISTED ON THIS TIME SHEET AND I HAVE BEEN ALLOWED AND TAKEN ALL BREAKS AND REST PERIODS REQUIRED BY LAW.

EMPLOYEE SIGNATURE _____

CLIENT: PLEASE COMPLETE SHADED AREAS. THANK YOU! We appreciate your business.

NAME OF COMPANY _____

AUTHORIZED SIGNATURE _____ TITLE _____

DEPARTMENT _____ TELEPHONE NUMBER _____ DATE _____

TERMS AND CONDITIONS:

- As used herein:
 - "Agreement" refers to these Terms and Conditions, collectively.
 - "Contractor" means Madden Industrial Craftsmen, Inc., Madden Industrial Craftsmen Oregon, LLC, and/or Madden Industrial Craftsmen Washington, LLC.
 - "Customer" means the entity or entities ordering employees from Contractor as described in Section 2 of this Agreement. If more than one Customer, their obligation to Contractor shall be primary, joint and several.
 - "Employee" and "Employees" refer to a worker or workers that Contractor provides to Customer under the terms of this Agreement or otherwise places with Customer.
- Contractor is an employee staffing company providing workers to Customer on a temporary basis in Oregon pursuant to ORS 656.850(1)(b)-(c) and OAR 436-050-0420(1) and in Washington pursuant to RCW 50.04.245.
- Any prior or contemporaneous oral agreement between or among the parties relating to the subject matter of this Agreement is null and void. This Agreement may not be modified except in a writing signed by the party to be charged. Customer represents and warrants to Contractor that the person signing this Agreement on Customer's behalf has the authority to bind the Customer to the terms of this Agreement.
- Customer shall determine the start and end date of each assignment of an Employee or Employees to it by Contractor.
- Customer shall pay for a four-hour daily minimum per Employee. Overtime pay (i.e., payment at a rate of 1.5 times the Employee's regular rate of pay) applies if the Employee works: (a) over eight hours in any day; (b) over 40 hours in any workweek; or (c) any hours on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving, or Christmas Day. Customer shall pay overtime if an Employee has reached the level requiring overtime in whole or in part due to work performed for another customer within the same day or workweek. For example, if an Employee works four hours in a workday for another customer and then an additional six hours that day for Customer, Customer will be responsible for two hours of overtime pay. Similarly, if an Employee works 30 hours in a workweek for another customer and then an additional 20 hours that same workweek for Customer, Customer will be responsible for 10 hours of overtime pay. For purposes of calculating overtime, the workweek shall be each 168-hour period starting at 12:01 a.m. each Monday.
- Payment from Customer is due no later than ten days from the billing date specified on each invoice. Time is of the essence, and Customer's failure to remit payment in full within ten days of the billing date specified on the invoice shall constitute a material breach of this Agreement.
- If Customer fails to pay any sum when due, Customer agrees that it shall be subject to a late fee in the amount of 1.5% per month on all delinquent sums. In addition, if Customer fails to pay to Contractor any sum when due, or fails to perform any other obligation imposed on Customer by this Agreement, Contractor may, at its sole discretion, in addition to any other remedy allowed by law or at equity, cease providing employees to Customer, even if they have been previously ordered by Customer. Further, if Contractor with reasonable cause considers itself insecure with respect to Customer's performance of its obligations under this Agreement, Contractor shall have and may exercise all remedies available to it under law and at equity and may, at its option, declare all sums then unpaid immediately due and payable. Customer agrees that Contractor may file a mechanic's or labor lien, payment bond claim, or other claim or action to enforce Contractor's right to payment. If Contractor incurs collection costs or attorney fees due to failure of Customer to make timely payment, Contractor shall pay, immediately on demand, Contractor's reasonable attorney fees, collection costs, and all expenses incurred by Contractor in collection of sums due, even though no suit or action is filed.
- If any arbitration or litigation is instituted to interpret or enforce this Agreement, including any proceeding brought under the United States Bankruptcy Code, the prevailing party shall be entitled to recover as determined by the arbitrator or court, in addition to any other relief awarded: (a) the prevailing party's reasonable attorney fees; (b) other fees, costs and expenses of every kind incurred in connection with the arbitration, litigation, or any appeal or petition for review; and (c) costs incurred in the collection of the award or the enforcement of the order. For purposes of this provision, the prevailing party is the party succeeding either affirmatively or defensively on claim or claims, not limited to monetary claims, having the greatest value or importance as reasonably determined by the arbitrator or court.
- Customer acknowledges that Contractor has incurred considerable expense related to recruiting, training, and retaining its employees and has a protectable interest in its employment relationship with them. As such, Customer agrees that it shall not, before an Employee completes at least 720 hours of work through the placement arranged by Contractor (i.e., before the Employee has worked at least 720 hours with Contractor and Customer as his or her joint employer): (a) become the exclusive employer of that Employee; (b) become a joint employer of that Employee with another person or entity that is not Contractor; or (c) have that Employee provide services to Customer as an independent contractor. Customer further acknowledges that the true amount of damages in the event of an actual or threatened breach of this provision would be difficult if not impossible to ascertain, and therefore agrees that Contractor shall have the right to obtain injunctive relief against Customer enjoining an actual, continued, or threatened breach of this Section 9 without the necessity of posting any bond, any right to which Customer hereby waives.

- Customer represents and warrants to Contractor that its work site complies with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, OSHA. Customer shall provide all Employees provided by Contractor any and all safety equipment, clothing, and devices necessary or required by applicable laws, rules, or regulations to perform the particular work in question that Contractor does not provide as part of its standard practice. Customer shall indemnify, defend, and hold harmless Contractor and its shareholders, owners, directors, officers, employees, and agents from any and all claims, damages or penalties arising out of Customer's breach of this provision. This provision shall survive termination of this Agreement.
 - Contractor assigns each Employee to Customer on the basis of a particular job description, and Customer shall not change an Employee's job or job duties without Contractor's prior written approval, which may be withheld in Contractor's sole discretion. Except with Contractor's prior written approval, Customer agrees that an Employee shall not operate machinery, equipment, or vehicles not fully covered by Customer's liability and property damage insurance. Customer agrees to indemnify, defend and hold harmless Contractor and its shareholders, owners, directors, officers, employees, and agents from any and all claims related to its obligations under this paragraph, which shall survive termination of this Agreement.
 - Customer accepts full responsibility for the method, manner, and quality of each Employee's work for it, including, without limitation, any services, finished products, and completed operations.
 - Contractor does a general background screen on its employees. Customers who want a specific screen such as drug or alcohol testing, criminal background checks, extensive reference checking, or specific education checks must identify those to Contractor in writing, with reasonable advance notice in advance of placement. Having received such notice, Contractor will conduct such additional screening at the Customer's request if Contractor, exercising its judgment in good faith, determines that the request is reasonable and appropriate in the circumstances. Contractor is not responsible for any loss of any source or nature, injury to persons, or damage to property that could have been avoided or anticipated by specific screening when not specifically requested by Customer in advance in writing.
 - Customer acknowledges that Contractor's insurance may not cover claims due to damage to, loss of, or loss of use of vehicles (including contents and cargo), machinery, equipment, or material while used by or in the care, custody, or control of an Employee and the loss or theft of any other property including, without limitation, cash, checks, and negotiable instruments. CONTRACTOR SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR SUCH DAMAGE, LOSS, OR THEFT CAUSED DIRECTLY OR INDIRECTLY BY AN EMPLOYEE OR EMPLOYEES.
 - This Agreement shall bind and benefit the parties and their heirs, personal representatives, legal representatives, successors, and assigns. As used in this Agreement, the term "successor" includes any person, firm, corporation, or other business entity that at any time, whether by merger, purchase, or otherwise, acquires all or substantially all of the assets or business of a party, or a majority of its stock or shares.
 - In the case of Employees provided by Madden Industrial Craftsmen Inc., an Oregon entity, or Madden Industrial Craftsmen Oregon, LLC, an Oregon entity, irrespective of conflict-of-laws principles, this Agreement shall be construed and enforced in accordance with the laws of Oregon, with venue exclusively in Multnomah County. In the case of Employees provided by Madden Industrial Craftsmen Washington, LLC, a Washington entity, irrespective of conflict-of-laws principles, this Agreement shall be construed and enforced in accordance with the laws of the State of Washington, with venue exclusively in Clark County or King County. The parties hereby consent to the personal jurisdiction over them of the courts for the aforementioned jurisdictions (including any appeals courts), for any suit, action, or claim over which those courts have subject matter jurisdiction, and waive any objection to litigating in those courts based on lack of personal jurisdiction or forum non conveniens.
 - Failure or delay by a party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver or relinquishment of the right.
 - If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected thereby. Further, it is the intention of the parties that the court modify any illegal or unenforceable provision to the minimum extent necessary to make it consistent with applicable law and enforce the provision in its modified form.
 - This Agreement may be executed in counterparts, each of which shall be deemed an original, both or all of which together shall constitute one and the same instrument. A scanned or facsimile signature on this Agreement shall have the same effect as an original signature.
- Customer represents and warrants that the statements and information it has provided to Contractor herein are true and complete. Customer hereby authorizes Contractor, and any credit bureau or agency retained by Contractor, to investigate Customer's creditworthiness. Customer authorizes creditors, financial institutions, credit agencies, and Customer's references listed herein to provide information to Contractor relating to Customer's financial affairs.
- Customer represents and warrants to Contractor that Customer has fully read and understands all of the terms and conditions set forth in this Agreement, and agrees to be legally bound to those terms and conditions. Customer further agrees that this Agreement supersedes any previous or contemporaneous oral understandings and agreements between Contractor and Customer that relate to the subject matter of this Agreement.