

# CLIENT AGREEMENT AND GROUP TIMECARD

**Parties:**

<b>AT YOUR SERVICE ("AYS")</b>	<b>CLIENT:</b>

**Event:**

<b>DATE:</b>	<b>FUNCTION:</b>
<b>TYPE:</b>	<b>LOCATION:</b>

**Group Timecard:**

<b>SIGN IN/OUT SHEET</b>								<b>Employee Evaluation</b> Evaluate from 0 to 5, with 0 = unacceptable and 5 = Excellent				
Employee Name	Position	Sched	Time In	Time Out	Break	Total Hours	Employee Signature	Attitude	Skill	Uniform	Rating	Comments
<b>TOTAL HOURS:</b>				<b>Gratuity provided at Event? YES NO</b> (circle one) <b>Break is Paid? YES NO</b> (circle one)								
<b>TIPS ARE NOT INCLUDED IN HOURLY RATE. A GRATUITY IS A WAY OF EXPRESSING YOUR THANKS FOR A JOB WELL DONE. PLEASE TIP DIRECTLY TO STAFF.</b>				<b>CATERERS ONLY:</b> If yes, was gratuity provided under contract between Caterer and Caterer's Customer?  <div style="text-align: center;"><b>YES NO</b> (circle one)</div> Please describe the gratuity, including the total gratuity amount and by employee, and how they were distributed:								

**Client Agreement:**

In exchange for providing temporary employees to the Client for the Event described above and for other good and valuable consideration, the CLIENT expressly acknowledges and agrees to be bound by the following terms and conditions:

- CLIENT acknowledges that AYS has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to AYS's temporary employees (each a 'Temporary Employee' and collective the 'Temporary Employees') that AYS is assigning to CLIENT for the Event identified above. Accordingly, CLIENT agrees not to directly or indirectly offer to hire or engage, hire or engage as an employee or independent contractor, or permit or cause to be placed on the payroll of any other caterer or event planning company, any of AYS's Temporary Employees assigned to CLIENT by AYS for an event for a period of one (1) year after completion of the Temporary Employee's assignment to the Event, without the express written permission of AYS to the CLIENT. If CLIENT violates CLIENT's obligation under this Section 1, CLIENT agrees that it will within five (5) business days of AYS's demand, pay AYS, as liquidated damages and not as a penalty, the sum of Three Thousand Dollars (\$3,000.00), and it will also reimburse AYS for any reasonable attorneys' fees AYS incurs to enforce its rights under this Section 1. CLIENT shall notify the Company immediately of the completion or termination of a Temporary Employee's

assignment.

2. 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 AYS, its officers and employees from and against any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to (a) service of liquor to any minor or mentally incompetent person, or (b) a violation of 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.

3. CLIENT agrees to indemnify and hold harmless AYS, its officers and employees in connection with any Proceeding arising out of or relating to (a) the Temporary Employee's use or operation of CLIENT's owned, non-owned or leased vehicles, machinery or equipment by a Temporary Employee, (b) any negligence, wrongful acts, decisions, statements, acts or omissions by CLIENT, its agents or employees or by any other persons, including, but not limited to, any failure to comply with any federal, state or local wage and hour, discrimination, or other employment law, regulation, ordinance or order; and (c) any negligence, wrongful acts, decisions, statements, acts or omissions by the Temporary Employee at the Event, against all Expenses resulting from or related to the Proceeding, or any appeal or settlement thereof. The term 'Expenses' means any damages, losses, judgments, liabilities, fines, penalties, excise taxes, settlements, costs, and all reasonable attorneys' fees incurred by AYS in connection with defending or participating in the Proceeding. The term 'Proceeding' means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether civil, criminal, administrative or investigative, in which AYS was, is or will be involved as a party or otherwise.

4. CLIENT agrees that it shall reimburse AYS for any Expenses AYS incurs in connection with a proceeding in advance upon request of AYS that the Client reimburse such Expenses, after receipt by CLIENT of a written request from AYS for such advance. CLIENT shall reimburse AYS no later than ten (10) business days after it receives a written request for advancement.

5. CLIENT expressly acknowledges that it has reviewed and is familiar with the New York Hospitality Wage Order generally, and Sections 146-2.14 to 146-2.20 specifically with respect to g/tipping (the 'Tipping Provisions') and that it will comply with any applicable Wage Order provision, including the Tipping Provisions, in conducting the Event.

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

7. CLIENT agrees to payment to terms of NET UPON RECEIPT of invoice, and agrees that AYS will consider any unpaid account in default after sixty (60) days from the date of invoice, after which CLIENT agrees that AYS may impose a late charge at the rate of 1.5% 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 AYS the late charge and reimburse AYS for any reasonable attorneys' fees AYS incurs to collect on any unpaid amounts.

8. CLIENT agrees that if it is a Cardholder client, it will perform the obligations in the Cardholder Client's agreement with the issuer.

9. CLIENT acknowledges and agrees that the representative(s) who sign(s) this agreement above and immediately below on CLIENT's behalf, is/are authorized to do so and that AYS may rely upon those signatures as binding upon CLIENT.

10. By signing below the Client certifies that the hours worked shown above are correct, that the work was performed to the CLIENT's satisfaction, that the CLIENT has accurately identified and described any gratuities provided, if any, and hereby authorizes AYS to bill Client for the hours worked, including billing at least a five-hour minimum per employee regardless of whether the employee worked fewer hours.

**AT YOUR SERVICE**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

