

**UNITEMP TEMPORARY PERSONNEL TERMS AND CONDITIONS AGREEMENT**  
**PLEASE RETURN BY FAX TO: 201 – 845-7451**

CUSTOMER CONTACT COMPANY		DATE OF FAX	
		UNITEMP CONTACT	

This document is an agreement between UNITEMP Temporary Personnel and Customer and covers all UNITEMP employee(s) and applicant(s) assigned to or submitted to Customer for resume review, telephone, video and/or in-person interview. Resume reviews/interviews are in lieu of all guarantees.

**Terms and Conditions**

- I. The rights of UNITEMP Temporary Personnel as the employer are recognized.
- II. Definitions: 1) employer – UNITEMP Temporary Personnel. 2) applicant – UNITEMP applicant (includes all that have applied for work with UNITEMP). 3) employee – UNITEMP employee. 4) customer – UNITEMP customer or prospect. 5) assignment – assignment of UNITEMP employee(s).
- III. Customer: By signing this agreement, customer agrees to terms and conditions herein:
  1. Customer understands that employee pay rates and other emoluments and benefits of employee are confidential between employee and UNITEMP and are not to be solicited by customer.
  2. Customer warrants its compliance with all federal and state employment laws, including ADA, EEO and OSHA regulations and laws and shall indemnify and hold UNITEMP harmless from all claims arising out of customer's violation of such laws and regulations.
  3. Customer agrees that employee will not be assigned to perform work other than that work agreed to at the time the job order was placed without obtaining advance UNITEMP consent for change. Modifying the work without UNITEMP's advance consent may constitute customer's hire of UNITEMP's employee.
  4. Customer will not assign UNITEMP employee to operate motor vehicles or machinery of any kind (exclusive of standard office machines) and holds UNITEMP harmless and accepts full responsibility and full liability for any and all claims resulting from such assignment, including but not limited to UNITEMP's defense thereof, for any and all loss or damage resulting from such unapproved assignment. Prior written consent from UNITEMP is the only exception.
  5. Customer will not request employee to lift any object that weighs over 35 pounds.
  6. Customer agrees not to entrust UNITEMP employee with unattended premises, cash, or negotiable instruments of any kind without obtaining prior written consent from UNITEMP.
  7. UNITEMP accepts no responsibility for lost or stolen money or valuables.
  8. UNITEMP is a temporary help service firm whose mission is to satisfy the temporary help needs of its customers. UNITEMP is substantially damaged by the loss of its employees to customer interference including employment solicitations and or hire. UNITEMP discourages customers from soliciting or hiring its employees. UNITEMP makes large investments in marketing, advertising, sales and recruitment to generate customers, applicants, and employees. UNITEMP makes temporary assignments of its employees and periodic arrangements for customer resume reviews, telephone, video or in-person interviews on the basis that customer will not directly or indirectly through a third party source, (e.g. another temporary help or staffing service) solicit, offer employment to or employ in any way its employee(s) or applicant(s), including employment as an independent contractor for the period of one year from: a) last date on assignment at customer or b) one year from date of customer interview or resume review. If within these periods customer hires (directly or indirectly) UNITEMP's employee or applicant in advance of paying for 1,000 hours on assignment with customer, this agreement will have been breached and customer agrees to pay UNITEMP the sum corresponding to the UNITEMP hourly bill rate as liquidated damages (LD).
 

BILL RATE	UP TO \$30.00	\$30.01 - \$40.00	\$40.01 - \$50.00	\$50.01 - \$60.00	\$60.01 – AND UP
LD	\$6,000	\$8,000	\$10,000	\$12,000	QUOTE
9. There is no retroactive employment for someone working as a result of direct arrangements with customer.
10. UNITEMP Payment Terms are NET DUE UPON RECEIPT OF INVOICE. If it becomes necessary for UNITEMP to initiate collection proceedings, customer agrees to pay all resultant collection expenses including attorneys' fees, accumulated interest on outstanding balance, court costs and collection costs.

**Customer agrees to terms and conditions herein**

Customer Signature	Title	Date