



Client Agreement

Thank you for choosing The McCandlish Contracting Group (MCG) to fulfill your need for contract employees.

As we agreed, (company "you") will pay MCG at the billing rate of \$_____ for each hour the above employee works for your company (unless the employee works more than 40 hours per week-see overtime provisions below).

Position requested _____.

Our employee is assigned to you under the following Terms and Conditions of Assignment:

MCG SERVICES AND RESPONSIBILTIES

The person assigned is an employee of MCG but will work under your supervision, direction and control and shall not be deemed to be your employee. MCG Represents that it's employee is adequately covered by workers' compensation insurance. MCG will be responsible for paying wages, federal and state withholding taxes, social security taxes, unemployment taxes and all other payroll taxes. MCG will have no responsibility for directing or supervising the employee in connection with the employee's daily work for you.

TIME SLIP

Our employee will present a time slip to you or your representative for verification and signature at the end of each week. Our compensation to our assigned employee is weekly and you will be billed weekly for the total hours worked. Because our invoices represent labor already paid to our employee, terms are net 10 days.

OVERTIME

Governing law requires that hours worked over 40 hours per week be paid as overtime. Therefore, overtime will be billed at one and one half the billing rate.

GUARANTEE

MCG guarantees our employee's services with a one-day (8 hour) guarantee. If you are dissatisfied with the employee assigned to you, we will not charge you for the first 8 hours if you request a replacement from us and you notify MCG before the end of the employee's first day. If you do not so notify MCG you agree our employee is satisfactory.

CLIENT RESPONSIBILITY

You agree to make all management decisions and perform all management functions in connection with the employee's work on your behalf, including the decision whether to terminate the employee's services to evaluate for yourself the adequacy and results of the employee's services; and to accept responsibility for the results of the employee's services. You further agree to designate a suitable supervisor who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to over see the performance of the employee's services. You also are responsible for establishing and maintaining adequate internal controls with regard to any services provided by the employee, including monitoring ongoing activities. You will only use the employee in the job for which he or she was assigned by MCG. Supervision of the employee and his or her conduct is your responsibility.

CHARGES FOR HIRING THE TEMPORAY PERSON REFERRED TO YOU

After you evaluate the performance and potential of our employee on the job, you may wish to employ this person directly. Our employees are our only assets and in the event you wish them converted to your employee, you agree to pay a placement fee. The placement fee calculation is 30% multiplied by the annual salary, less the amount you have already paid. The same calculation will be used if you convert our employee on a part time basis by utilizing the full-time equivalent salary. In any event, the minimum placement fee shall be \$1000.

The placement fee is payable if you hire our employee assigned you, whatever the employment classification, on either a permanent, temporary or consulting basis within six months after the last day of the assignment.

AGREED AND ACCEPTED by: _____
client name signature date

print name) (title)