



Engineering & Technology

better work, better life

**TERMS & CONDITIONS**

**Staffing Services.** Adecco will recruit, interview, select and hire assigned employees ("Consultants") who, in Adecco's judgment, possess the qualifications you request. Adecco will pay Consultants weekly for time worked as submitted on time records verified and approved by your authorized representative. Adecco shall report and pay the employer's share of state and federal taxes, workers' compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings.

**Guarantee.** If for any reason you are dissatisfied with a Consultant's qualifications and notify Adecco within the first 8 hours of the assignment, you will not be charged for the hours worked by the Consultant and Adecco will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with a Consultant's qualifications, performance or conduct.

**Rates and Charges.** Adecco's standard pricing provides for emailed invoices, Web Time approval system, full Adecco interview and standard Adecco assessments for each Consultant at time of first assignment. Non-standard processes will result in an additional 5% added to the bill rate. Further screens may be performed at additional cost. Rates reflect a cash/cash equivalent discount of 3%. Adecco may change rates on 30 days' written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as Adecco is legally required to apply to the Consultants' pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Consultant. You agree that Adecco may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. Adecco will invoice you weekly for compensable time worked by Consultants; payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date. You shall notify Adecco if any positions filled under this Agreement are or become subject to a Wage Determination, federal or state prevailing wage, living wage and/or special fringe benefit requirements, including but not limited to the Service Contract Act. You acknowledge that Adecco relies solely on your job descriptions in making exempt/non-exempt pay classifications, and you shall ensure that the functions and duties actually performed by Associates are accurately reflected in the job descriptions.

**Per Diem.** For Consultants who are paid per diem, the Bill Rate shall include the Per Diem payment. Per Diem payments shall not be deemed expenses for the purposes of allowable/pre-approved expenses. Adecco uses the IRS-approved federal per diem rate.

**Customer Responsibilities.** You are responsible for the supervision and safety of Consultants while on your premises including compliance with federal and state laws, including OSHA. You are responsible for the work and work product of the Associates. You agree to bear the risks of Consultants handling cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or being permitted to travel or operate motor vehicles or equipment, and you shall defend and hold harmless Adecco from these risks. Consultants are not authorized to bind Client or Adecco, to render professional opinions, or to sign their names or Adecco's name to financial statements or tax returns. You shall not permit Consultants to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree not to change a Consultant's assigned duties without Adecco's prior approval. You agree to provide Consultants with meal and/or rest breaks required by law. Time must be approved no later than 2 pm Tuesday following the Sunday work week end; if not, hours submitted will be deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours.

**Hiring of Consultants.** You agree to compensate us for "converting" a current or recent Consultant, that is, when you obtain the services of our Consultant either by 1) direct hire onto your payroll, or 2) by assignment, arrangement or contract from a source other than Adecco and 3) the Consultant was assigned to you by Adecco anytime within the preceding 90 days. The fee structure on the following page applies.

**Miscellaneous.** Except for rate increases, all changes to this Agreement must be in writing and signed by both parties. Each party's liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party's business or activity. WEB TIME SERVICES ARE PROVIDED "AS IS", AND WITH ALL FAULTS. ADECCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Client's sole remedy, and Adecco's aggregate liability with respect to WebTime, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time; after termination, these Terms and Conditions will continue to govern the parties' rights and obligations regarding the services and work performed before the termination.

**Client Lexington Fayette Urban County Government**

**Adecco USA, Inc.**

Name:

Name: Joel Jansing

Signature:

Signature:

Date:

7/15/14

Date:

6-27-2014



**PRICING AGREEMENT**  
Lexington Fayette Urban County Government

**Confidentiality**

Personal data submitted by Adecco Engineering & Technical regarding its associate employees and candidates is highly confidential and for the Client's personnel use only.

Client Name (Report to): Lexington Fayette Urban County Government

Address: 200 East Main Street

City: Lexington                      State: KY                      Zip: 40507

Contractor Name: Leonard A. Figler Jr.

Expected Start Date: TBD

Supervisor: Rick Curtis

Assignment Location: Same as Above

Hourly Billing Rate: \$41.10                      Overtime Billing Rate:

Invoice Mailing Address: Same as Above

City: Lexington                      State: KY                      Zip: 40507

Attention To: Accounts Payable

Additional Terms and Conditions: Per client request Adecco will bill monthly. 7 Year Felony Background to be billed back at cost

<b>Conversion/Transfer Fee</b>
Client is not obligated to contract associate for any amount of time. Below is a conversion schedule should client want to hire Adecco associate into a full time position.
0-59days 20% Annual Salary
60-119 days 15% Annual Salary
120-179 days 10% Annual Salary
after 180 days no conversion fee.

**The undersigned acknowledges receipt and acceptance of Adecco Engineering & Technical's Terms and Conditions.**

Client Name

Client Address

Signature of Client's Authorized Representative

Title

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*Printed Name*

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*Date*

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*Email Address*

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*Phone Number*