

## ACCOUNT APPLICATION

Business Name \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Is this an office or a residence? \_\_\_\_\_ How long at this location? \_\_\_\_\_

Supervisor in charge of temporary workers \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Accounts Payable Contact Person \_\_\_\_\_ Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Years in business \_\_\_\_\_ Type of Business \_\_\_\_\_ Credit Limit Requested \_\_\_\_\_

Do you have other locations? \_\_\_\_\_ Please list \_\_\_\_\_

This is a  Sole Proprietorship  Partnership  Corporation (which state) \_\_\_\_\_

Federal ID # \_\_\_\_\_ State ID # \_\_\_\_\_

Do you require a purchase order # \_\_\_\_\_ Special billing info \_\_\_\_\_

Have you ever declared bankruptcy? \_\_\_\_\_ When/where/type, explain \_\_\_\_\_

Have you ever had a civil judgement entered against you which has not been discharged in full, if so, provide details. \_\_\_\_\_

If Corporation or LLC, please list the names and address of Officers, Directors, Managers, Registered Agents or Principal Shareholders.

If Partnership or Sole Proprietorship, list the names, address and social security numbers of owners and/or partners.

Name / Title	Address	SSN	Home Phone
_____	_____	_____	_____
_____	_____	_____	_____

Three current vendors/suppliers (with whom you have credit accounts with)

Name	Address	City/State/Zip
1. _____	_____	_____
Telephone # _____ Fax # _____	_____	_____
2. _____	_____	_____
Telephone # _____ Fax # _____	_____	_____
3. _____	_____	_____
Telephone # _____ Fax # _____	_____	_____

Name of Bank \_\_\_\_\_ Address \_\_\_\_\_

Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Account Number \_\_\_\_\_ Officer to contact \_\_\_\_\_

How did you learn of Temporaries on Stand-By? \_\_\_\_\_

Have you ever used another temporary personnel service? \_\_\_\_\_ Who? \_\_\_\_\_

Applicant hereby declares that all the above information is true and correct and is made for the direct purpose of obtaining Temporaries on Stand-By's agreement to provide service on open account as above requested. Applicant understands that this information is provided for the purpose of "TOS" thereon as the basis for the extension of credit. "TOS", or its agents, are hereby authorized to obtain and verify credit information regarding the representations made herein, which may include the request of a Credit Bureau Report. Applicant hereby agrees to be bound to the credit terms listed in the attached "Letter of Understanding" with respect to any goods, merchandise or services sold to the undersigned, on credit by "TOS". The person signing upon behalf of the Applicant hereby states that he or she is authorized and has legal capacity to agree to the above. Applicant agrees that a signature hereon, transmitted by a facsimile machine shall be valid and binding as an original signature thereto.

Person giving credit info \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

..... OFFICE USE ONLY .....

Referring Dispatcher \_\_\_\_\_ Sales Person \_\_\_\_\_ Date Rcvd. \_\_\_\_\_

Territory \_\_\_\_\_ Division \_\_\_\_\_ W/C Code \_\_\_\_\_

Pay Rate \_\_\_\_\_ Bill Rate \_\_\_\_\_ Special Pay Rate \_\_\_\_\_ Special Bill Rate \_\_\_\_\_ For Job \_\_\_\_\_

# LETTER OF UNDERSTANDING WITH TEMPORARIES on STAND-BY

WEST DENVER

Phone: 303-454-9199      Fax: 303-825-2637

CREDIT DEPARTMENT

Phone: 303-454-9199      Fax: 303-454-9091

Temporaries on STAND-BY (TOS) would like to thank you for giving us the opportunity to provide temporary, temp-to-perm, and permanent personnel to your company. We hope you will find the following information helpful.

**TERMS OF PAYMENT FOR TEMPORARIES:**

We invoice only for those hours a temporary actually works (not lunch or break time). We pay and bill time and one-half for overtime more than 40 hours worked in a week. The information that creates the invoice is all taken directly from the time tickets/sheets that our employees turn in to us for payment. *If the recorded time is not an accurate reflection of the true hours, you or your supervisors must change it before signing it, not after you have received the invoice.* Our terms for payment are NET UPON RECEIPT. If you require any special invoicing procedures or work on a system whereby you only pay invoices monthly, please notify our credit department at once. TOS makes every effort to accommodate its customers when possible. In the event that you are late paying invoices, be aware that interest is charged at one and one-half (1-1/2) percent per month. In addition, should an attorney be required to collect on past due amounts, you will be responsible for reasonable attorneys' fees and for any other costs of collection. Should suit be brought to collect any outstanding balances, Denver, Colorado shall be the proper venue for such action to be brought.

**MINIMUM CHARGES:**

TOS has a four (4) hour minimum charge (unless unsatisfactory performance by one of our temporaries is acknowledged within that 4 hours). If the temporary arrives before you have been able to cancel your order, or before we have been able to reach the temporary because he or she has already left for the assignment, we will invoice you a minimum of four (4) hours. This is also true if it takes less than four (4) hours for the temporary to complete the assignment for which you requested the temporary.

**TEMP-TO-PERM PLACEMENT:**

We greatly appreciate your considering one of our temporaries for permanent employment with your company. We have a substantial investment in advertising, recruiting, screening, testing and training our large staff of personnel. We require that you keep our temporary employee on our payroll for Two Hundred Forty (240) hours, whether consecutive or not, prior to employing any temporary workers. If at the end of the 240-hour, temporary assignment you wish to hire this person on a permanent basis, there is no liquidation fee. During this time you will be able to observe his/her work habits, punctuality, level of productivity and attendance. Further, you will determine whether the temporary will be compatible with your present staff. In the event either your company or our temporary decides this is not the best relationship, it is possible to terminate the relationship gracefully. We have expenses in maintaining a temporary staff and should you desire to employ one of our temporary employees, prior to the expiration of the aforesaid 240-hour period, your company will be obligated to pay to TOS **A LIQUIDATION FEE** according to the **Fee Schedule** listed below. This fee will be pro-rated, taking into account the number of hours our temporary has worked for your company. Such liquidation will be assessed separately for each occasion of each hire.

**FEE SCHEDULE:**

Any hours worked as a temporary less than 240 or			
Straight permanent placement (no hours worked), fee: . . . . .	\$500.00	for applicants earning up to \$8.00/hr.	
	\$1,000.00	for applicants earning more than \$8.00/hr.**	
40 hours on the job as a temporary, liquidation fee . . . . .	\$834.00	160 hours worked . . . . .	\$336.00
80 hours worked . . . . .	\$668.00	200 hours worked . . . . .	\$170.00
120 hours worked . . . . .	\$502.00	240 hours worked . . . . .	\$0.00

**STRAIGHT PERMANENT PLACEMENT:**

TOS will guarantee a thirty (30) day full reimbursement of all fees of any employee if either your company or our temporary decides this is not the best relationship. Your company agrees to pay our fee within fourteen (14) days to insure our guarantee enforcement period. Guarantee only enforced if fee is paid with the fourteen (14) days. TOS will honor the paid in amount on a new candidate one time only within the thirty (30) day time period.

**TERMS OF EMPLOYMENT:**

It is agreed that you will accept full responsibility for claims, including the defense thereof, involving **CUSTOMER NEGLIGENCE** leading to bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage. TOS employees are under the **DIRECT SUPERVISION AND CONTROL** of your supervisors.

In consideration for furnishing personnel at the rates agreed upon, you agree to save TOS harmless for all suits, actions and proceedings of every name or description in law or equity brought against TOS for or on account of any material loss, involuntary machine or property damage, machine breakdown or any other consequential damage arising from the above or any activity or omission by the personnel furnished to you.

You will hold harmless TOS from claims and demands arising out of the **OCCUPATIONAL SAFETY AND HEALTH ACT** as it relates to premises owned or controlled by you to which TOS employees are assigned. You will provide a **SUITABLE PLACE** for TOS employees to work in performance of the services to be rendered under this agreement, which place will comply with all applicable statutes and ordinances relating to **HEALTH AND SAFETY** and also with general standards of health and safety maintained by you for its own personnel.

It is further understood and agreed that you will **NOT PERMIT OUR EMPLOYEE TO OPERATE ANY MOTOR VEHICLE, FORKLIFT OR MOTORIZED CONSTRUCTION EQUIPMENT** as TOS does not maintain insurance coverage on such vehicles. Should there be any damages as a result of our employee having operated such a moving vehicle, TOS is in no way to be held responsible for such damages. **OUR BONDING INSURANCE DOES NOT COVER EMPLOYEES WHEN ACTING AS CUSTODIANS OF CASH OR NEGOTIABLE INSTRUMENTS** and it is agreed that TOS is not to be held responsible for any such losses as a result of our employee acting as custodians of any cash or negotiable instruments.

Applicant agrees that a signature hereon, transmitted by a facsimile machine shall be valid and binding as an original signature thereto.

Date \_\_\_\_\_  
 Company Name TEMPORARIES ON STAND-BY  
 Signature of Co Rep \_\_\_\_\_  
 Print Name Co Rep \_\_\_\_\_  
 Title of Co Rep \_\_\_\_\_

Date \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Signature Co Officer \_\_\_\_\_  
 Print Name Co Officer \_\_\_\_\_  
 Title of Co Officer \_\_\_\_\_