



STANFORD PARK
HOTEL

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is made and entered into as of _____, 2018 by and between Stanford Park Hotel ("Owner"), and Acrobat Outsourcing ("Contractor").

Recitals

WHEREAS, the Owner desires to retain the services of Contractor on an independent contractor basis, and WHEREAS, Contractor desires to furnish the Services on the terms and conditions set forth herein, NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

Agreements

1. **Services.**

Contractor agrees to provide to Owner the services as described in Exhibit A ("Services") at the following location 100El Camino Real, Menlo Park, California (the "Building").

2. **Relationship of Parties**

Owner and Contractor are independent contracting parties and no other relationship between them, including employer-employee, partnership, joint venture or otherwise shall be implied or created by the Agreement. Contractor represents and warrants that is an independent contractor. Contractor agrees that it is solely responsible for and shall pay (a) all payments due or to become due to its employees, agents, subcontractors and material suppliers, including withholding of appropriate taxes and benefits, (b) full compliance with all workers' compensation laws or similar employer obligations for its employees, and (c) full compliance with all state and federal laws with regard to employment.

3. **Payment.**

Owner agrees to pay Contractor a fee of \$ per agreement schedule for Contractor's Services. In addition, Owner shall pay the following expenses, if any:

_____.
Other payment terms are as follows: _____.

4. **Term/Termination.**

Contractor shall commence performing the Services on per agreement, ; provided, however, that either party may terminate the Agreement (a) upon thirty (30) days written notice to the other party, for any reason, with or without cause, or (b) upon three (3) days written notice to the other party in event of a material breach by the other party of an obligation under this Agreement.

Building in an amount of not less than eighty percent (80%) of the full replacement cost thereof.

9.2. Contractor's insurance shall comply with the following requirements:

(a) The required insurance shall name Owner or additional entities as may be required by Owner, as named additional insureds or additional entities as may be required by Owner. Such insurance shall be primary insurance and non-contributing with any other valid and collectable insurance available to Owner and is property manager. Contractor shall be fully responsible for the payment of any deductible in connection with such insurance. This limits of said insurance shall not, however, limit the liability of Contractor under this Agreement.

(b) Contractor shall deliver to Owner, before commencing the Services, copies of certificates evidencing the existence and amount of such insurance as required by this Section.

(c) All insurance obtained by Contractor shall be on an "occurrence" basis and shall not be on a "claims made" basis. Contractor on behalf of itself and its insurers hereby waives any and all rights or recovery and subrogation against Owner, its property manager and their respective insurers, officers, directors, partners, employees, shareholders, members, property manager, agents and representatives, with respect to any loss, injury or damage for which Contractor is required to maintain insurance as provided herein.

10. Assignment.

Neither party shall assign this Agreement, including any rights and obligations hereunder, without the prior written consent of the other party.

11. Notice.

Any notice, consent, report, demand or document to be delivered to a party shall be deemed delivered and received when given in writing and personally delivered to the applicable party, or upon delivery by nationally recognized overnight courier or by first class certified mail, postage prepaid, return receipt requested.

12. Applicable Law/Construction

The parties agree that this Agreement shall be construed and interpreted in accordance with the laws of the State of California applicable to contracts entered into in the State of California shall be construed to accomplish its intended purposes, and not for or against any party.

13. Attorney's Fees.

In the event of any action or proceeding arising out of this Agreement, or otherwise from the enforcement or interpretation of any term of the Agreement, the prevailing party in any such action or proceeding shall recover its reasonable attorney's fees, expert fees, and costs incurred therein, including any and all appeals or petitions therefrom.

14. Representation Of Authority.

Each person executing this Agreement on behalf of a party represents and warrants that he or she has the full power and authority to do so and to bind such party.

15. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto and may only be modified or amended by a written instrument executed by all parties hereto. The terms of this Agreement are intended by the parties as a final expression of their Agreement with respect to such terms as are included in this Agreement, and may not be understanding, or negotiation, whether written or oral.

Acrobat Outsourcing Services Agreement

This agreement between **Acrobat Outsourcing**, with its principal office located at 665 3rd Street, Suite 415, San Francisco, CA 94107 ("STAFFING FIRM"), and **Stanford Park Hotel** located at 100 El Camino Real, Menlo Park, CA 94025 ("CLIENT"), is made effective as of February 8th, 2018 and will continue for a period of 1 year until February 8th, 2019. This contract will automatically renew after 1 year, if no notice given.

Bill Rates: Our bill rates include the employee's hourly wage, and all deductions required by State and Federal legislation -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, San Francisco sick leave, health care and commuter ordinances as well as other deductions and benefits paid to our employees. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year.

Position	Bill Rate
Server	\$30.95 per hour
Bartender	\$30.95 per hour
Busser	\$28.95 per hour
Cashier	\$27.95 per hour
Dish/Utility	\$27.95 per hour
Prep Cook	\$30.95 per hour
Grill/Line Cook	\$32.95 per hour
Captain	\$40.00 per hour
Housekeeper	\$27.95 per hour
Laundry Attendant	\$27.95 per hour
<p><i>*Acrobat Outsourcing observes the following Holidays:</i></p> <div style="display: flex; justify-content: space-around;"> <div> <p>New Year's Day</p> <p>Easter Sunday</p> <p>Memorial Day</p> <p>Independence Day</p> </div> <div> <p>Labor Day</p> <p>Thanksgiving Day</p> <p>Christmas Day</p> </div> </div> <p><i>On these dates your normal bill rate will increase 1.5X.</i></p>	

Acrobat may, on occasion, increase the rates set forth in proportion to any legislatively-mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax. Changes may also include any new or increased cost associated with the passage of a federal or state law mandating any benefits for employees.

Affordable Care Act (ACA)/Health Care Security Ordinance (HCSO): Acrobat Outsourcing offers medical benefits to all qualified temporary employees in compliance with The Affordable Care Act and the Health Care Security Ordinance for San Francisco. You will be assessed a minimal % ACA surcharge on every invoice. This rate can vary and is currently 3% of the invoice amount.

Five-hour Minimum: We require a five-hour minimum workday. If an employee is scheduled to work a minimum of five hours in one day and the employee is sent home in less than five hours due to a lack of work, the employee will be paid for five hours and THE CLIENT will be billed for five hours. **Show-up:** In the event you cancel the employee's assignment and the employee is already on his/her way to work, or at the location, the five hour minimum will be applied, and THE CLIENT will be billed for five hours.

Cancellation of Event: There will be a 50% cancellation fee of estimated hours for the Event if cancelled within 36 hours of the scheduled start time. The parties agree that the minimum hours

Stanford Park Hotel

CLIENT

Signature

Printed Name

Title

Date

STAFFING FIRM: ACROBAT OUTSOURCING

Signature

Printed Name

Title

Date

Agreement Provided By: Heather Dailey

What dress code would best be suited to the event or assignment?

CONTACTS

Primary Contact (we will email timesheets to this contact before each job)

Printed Name: Saul Romero Position: exec chef

Phone: 650-330-2771 Cell: _____ Fax: _____

Address: _____ City: _____ Zip: _____

Email: sromero@stanfordParkHotel.com

Invoice Contact

We email invoices to save paper, but if you prefer another method please indicate:

☒ Email is perfect ☐ Prefer fax ☐ Prefer postal mail

☒ same as above info

Printed Name: _____ Position: _____

Phone: _____ Cell: _____ Fax: _____

Address: _____ City: _____ Zip: _____

Email: THall@StanfordParkHotel.com

Other Contacts

If there are others in your office who may place orders on this account please indicate:

1) Printed Name: Tyler Hall Position: Dir of food and Bev

Phone: _____ Cell: 818-370-6171 Fax: _____

Email: THall@StanfordParkHotel.com