



THE SERVICE  
COMPANIES

## The Service Companies Services Agreement

This agreement between Acrobat Outsourcing, a wholly-owned subsidiary of The Service Companies, Inc., with its principal office located at 303 Hegenberger Road, Suite 300, Oakland, CA 94621 ("STAFFING FIRM"), and Flagship Facilities, Inc., located at 1 Hacker Way, Menlo Park, CA 94025 ("CLIENT"), is made effective as of December 10<sup>th</sup>, 2019 and will continue for a period of 1 year until December 10<sup>th</sup>, 2020. 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 (for San Francisco locations only), 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	
All Positions Nationwide	Employee's Hourly Pay <u>plus 60% Markup</u>	
<b>* STAFFING FIRM observes the following Holidays:</b>		
Day	New Year's Day Easter Sunday Memorial Day Independence Day	Labor Day Thanksgiving Christmas Day
<i>On these dates your normal bill rate will increase 1.5X.</i>		

STAFFING FIRM 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. Should a rate change occur, STAFFING FIRM will notify CLIENT in writing 30 days prior to the new rate effective date.

**San Francisco Health Care Security Ordinance (HCSO):** STAFFING FIRM intends to be in compliance with the San Francisco HCSO and the Affordable Care Act. STAFFING FIRM either provides medical benefits or contributions to a medical spending account in accordance with the HCSO and the Affordable Care Act. A \$2.93 surcharge will be added per hour for all hours worked within the city limits of San Francisco. If the hourly requirement of the HCSO is updated or changed, this amount will change in accordance to that update. Beginning January 1, 2020, the HCSO surcharge is slated to increase to \$3.08 per hour. HCSO charges are for employees working in San Francisco solely.

**Affordable Care Act (ACA):** STAFFING FIRM offers medical benefits to all qualified temporary employees in compliance with The Affordable Care Act. You will be assessed a minimal 3% ACA surcharge on every invoice.

This rate can vary and is currently 3% of the invoice amount. The ACA surcharge is for all employees working outside of San Francisco.

**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 for the Event are 5. For Saturday, Sunday and Monday jobs all cancellations or order changes need to be received by Friday morning at 9 a.m. PST to avoid fees.

**Guarantee:** STAFFING FIRM guarantees that the assigned employees that they recruit and assign to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any assigned employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within one (1) hour, STAFFING FIRM will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately.

**Employee Timesheets:** STAFFING FIRM pays its employees weekly. In order to accommodate this and ensure accurate invoicing, we utilize paper time sheets, which will be provided to you by your local staffing manager. These time slips will have the names of the staff reporting to your event or business as well as a place to indicate time in, time out and break time. The time slip requires the initials of the staff as well as the signature of the client to ensure the validity of the recorded time by all parties. After the shift, please return via email or by fax to your local staffing manager, the following business day.

**Employee Breaks:** Per California labor laws an employee: a. must receive a 10-minute break for every 4 hours that they work provided the shift is at least 5 hours; b. must receive an uninterrupted 30-minute break after 5 hours, except when the workday will be completed in 6 hours or less and there is mutual employer/employee consent to waive the break period. If working more than 8 hours additional breaks must be provided

**Hiring a STAFFING FIRM Employee:** Should THE CLIENT wish to hire an employee of STAFFING FIRM as a permanent employee, conversion fees and/or hiring fees will apply. Hiring options include:

1. If THE CLIENT maintains the employee as an employee of STAFFING FIRM for at least 90 days with a minimum of 520 hours worked then THE CLIENT can hire STAFFING FIRM's employee with a Conversion fee of \$0. THE CLIENT must notify STAFFING FIRM if they decide to hire an employee.
2. THE CLIENT may hire any employee of STAFFING FIRM working less than 520 hours after paying a Temporary-to-Hire Conversion fee to STAFFING FIRM for each employee. The Temporary-to-Hire Conversion fee is \$5,000.

**Conversion Cap:** CLIENT agrees that they will hire at most five (5) STAFFING FIRM employees per month. CLIENT must give STAFFING FIRM a least 1 week notice of intended hire(s) and provide the employees expected start date. If CLIENT hires more than five (5) STAFFING FIRM employees in a month than the \$5,000 Temporary-to-hire Conversion fee will be applied for each additional employee.

**Payment Terms:** Qualified CLIENTS who provide good credit references to STAFFING FIRM will be granted terms. ALL invoices are **Due Upon Receipt**.

**Finance Charge:** CLIENT agrees to pay interest on any unpaid balances after thirty (30) days from the date of the invoice, at the compounded rate of 1.5% per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is lower, calculated from the date of the invoice.

**Term of Agreement:** The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice. No provision of this Agreement may be amended or waived unless agreed to in writing signed by the parties.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

Flagship Facility Services Inc

CLIENT



Signature

Aaron Strother

Printed Name

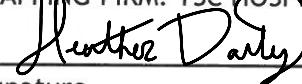
Procurement Manager

Title

12/11/19

Date

STAFFING FIRM: TSC HOSPITALITY SERVICES



Signature

Heather Dailey

Printed Name

Director of Sales

Title

December 12, 2019

Date

*Agreement Provided By: Heather Dailey*



Date:

**COMPANY INFORMATION:**

Company Name: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Company:

- Conference Planner
- Event Production
- Food Production or Demo
- Education
- Event Facility
- Caterer
- Restaurant
- Corporate Cafeteria
- Organization: \_\_\_\_\_

**LOCATION**

Please provide venue name, address and specific meeting room or check in procedure:

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Are there parking options? \_\_\_\_\_

**STAFFING NEEDS**

Select the positions you are likely to need at some point:

- Concierge/Information Clerk
- Registration Cashiers/Customer Service
- Materials Production
- Room/Line Monitors
- Event Help  Other \_\_\_\_\_

**UNIFORM OR ATTIRE**

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

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## CONTACTS

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

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

### 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: \_\_\_\_\_

### Other Contacts

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

1) Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

