



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 **Flagship Facilities**, 1050 N 5th Street, Suite 150, San Jose, CA. 95112 for work performed at the **Facebook building**, 181 Fremont Street, 7th Floor, San Francisco, CA. 94105. ("CLIENT"), is made effective as of June 7th, 2018 and will continue for a period of 1 year until June 7th, 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, 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	\$ Hourly Pay X 1.65% Markup
<i>*Acrobat Outsourcing observes the following Holidays:</i>	
New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
<i>On these dates your normal bill rate will increase 1.5X.</i>	

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.

Health Care Security Ordinance (HCSO): Acrobat Outsourcing is in compliance with the San Francisco HCSO and the Affordable Care Act. Acrobat Outsourcing provides either medical benefits or contributions to a medical spending account in accordance with the HCSO and the Affordable Care Act. A \$2.83 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.

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: Acrobat Outsourcing 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 Acrobat know within one (1) hour, Acrobat 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: Acrobat Outsourcing 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 an Acrobat Employee: CLIENT agrees that it will not offer employment to any Acrobat Outsourcing employees that are working or have worked at CLIENT's site within the previous 12 months.

1. If THE CLIENT offers employment to an Acrobat Outsourcing employee that is either currently working at CLIENT location or has worked at CLIENT location in the previous 12 months, CLIENT agrees to pay a conversion fee/penalty of \$10,000.
2. If the employee is a candidate for immediate hire, Acrobat will assess a Direct Hire fee of \$7,500.

Payment Terms: Qualified CLIENTS who provide good credit references to Acrobat Outsourcing 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 Svc.
CLIENT
Kammi Ealey
Signature
KAMMI EALEY
Printed Name
Operations Manager
Title
6/8/18
Date

STAFFING FIRM: ACROBAT OUTSOURCING
Paul J. Rickett
Signature
PAUL J. RICKETT
Printed Name
DIRECTOR OF CLIENT SERVICES
Title
6-8-18
Date

Agreement Provided By: Paul Rickett



New Client Info Form

Date: 6/7/18

COMPANY INFORMATION:

Company Name: FLAGSHIP Facility Svc 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:

181 Fremont Street, 7th floor
SAN FRANCISCO CA 94105
PLEASE check in under Kammi Ealey OR Brizeyda Candelaria
MUST HAVE ID!

Are there parking options? NONE

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 Dishwashers & prep cooks

Uniform or Attire:

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

non slip shoes, black pants, + shirt, hat, knives (for prep)
checked pants, or chef pants OK - NO JEANS

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

ABOVE INFO

CONTACTS

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

Printed Name: Kamari Ealey Position: Ops Manager
Phone: 408 977-0155 Cell: 450-862-9179 Fax: _____
Address: 1050 N. 5th St. #150 City: SAN JOSE Zip: 95112
Email: KEALEY@FLAGSHIPINC.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: _____

Other Contacts

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

1) Printed Name: BRIZEYDA C. CRAIN Position: Sr. Recruiter
Phone: _____ Cell: 450-207-9922 Fax: _____
Email: BCRAIN@FLAGSHIPINC.COM

Acrobat

outsourcing

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title:

Company name/DBA: Flagship Facility Services, Inc.

Phone: (408) 977-0155 Fax: (408) 977-0165 E-mail: financeape@flagshipinc.com

Registered company address: 1050 N. 5th St. Ste 50

City: San Jose

State: CA

ZIP Code: 95112

Date business commenced: 1988

Sole proprietorship:

Partnership:

Corporation: ☒

Other:

BUSINESS AND CREDIT INFORMATION

Primary business address: 1050 N. 5th St. Ste. 50

City: San Jose

State: CA

ZIP Code: 95112

How long at current address? 30 yrs.

Telephone: (408) 977-0155 Fax: (408) 977-0165 E-mail: financeape@flagshipinc.com

Bank name: See attached.

Bank address:

Phone:

City:

State:

ZIP Code:

Type of account

Account number

Savings

Checking

Other

BUSINESS/TRADE REFERENCES

Company name: See attached.

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

Company name:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

AGREEMENT

1. All invoices are to be paid 45 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Acrobat Outsourcing to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Title: Controller

Date: 6/8/18

Title:

Date:

FlagShip™

Flagship Facility Services, Inc.
1050 North 5th Street
San Jose, CA 95112
office (408) 977-0155
fax (408) 977-0165
Lic. 871864

Company History:

Founded in 1988 in San Jose, California

Management Names:

David Pasek	President and CEO	(408) 977-0155 Ext. 101
Todd Jacobs	President of Janitorial Svc	(408) 977-0155 Ext. 820
Greg Bogdanovich	CFO	(408) 977-0155 Ext. 111

Tax ID's:

Federal tax ID:	77-0184592	Business code #:	561720
CA Permit:	SR GH 99-198850	Dunn#:	36-169-8798
TX Permit:	17701845921	AZ Permit:	F-1282363-3

Credit References:

SupplyWorks
10680 SW Industrial Way.
Tualatin, OR 97062
(503) 691-8321
michael.bennett@supplyworks.com

Florida Cleaning Systems
624 Douglass Ave, Suite 1420
Altamonte Springs, FL 32714
(407) 586-7093
billing@fcsiservices.com

Karcher North America, Inc.
4555 Airport Way
Denver, CO 80239
Guy.DiLullo@karcherna.com

Bank Reference:

Comerica Bank
333 West Santa Clara Street
San Jose, CA 95113
Christopher G. Bhirdo
Phone: 408-556-5361 Fax: 408-556-5395
Routing #: 121137522 Account #: 1894416757

Invoices:

Please send all invoices to our Corporate Office
Flagship Facility Services, Inc.
Attn: Accounts Payable
1050 N. 5th Street, Suite 50
San Jose, CA 95112
financeap@flagshipinc.com

www.flagshipinc.com