



## Acrobat Outsourcing Services Agreement

This agreement between **Acrobat Outsourcing**, with its principal office located at 665 3<sup>rd</sup> Street, Suite 415, San Francisco, CA 94107 ("STAFFING FIRM"), and **UnboundEd Learning, Inc.**, 228 Park Ave S #90834, New York, New York 10003-1502 ("CLIENT") for the event on July 8<sup>th</sup> – July 13<sup>th</sup> @ Sheraton San Diego Hotel and Marina 1380 Harbor Island Dr, San Diego, CA 92101.

**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.

**Commented [JW1]:** Should this be San Diego?

**Commented [O2R1]:** This is standard on our contract since we are based in SF, but does not apply to other locations.

Position	Bill Rate	50% Deposit charged day before event
Event Staff	\$ 22.95 per hour*	(estimated deposit) 50%
<b>*Acrobat Outsourcing observes the following Holidays:</b> New Year's Day      Labor Day Easter Sunday      Thanksgiving Day Memorial Day      Christmas Day Independence Day <b>On these dates your normal bill rate will increase 1.5X.</b>		

**Positions/Bill Rates:**

Registration, room monitors: \$22.95

**Preliminary Billing: \$27,918.69** (this amount will change if the schedule is not followed exactly)

**Schedule:**

**Sunday, July 8, 2018 (Set up and training) 2:00 pm – 5:00 pm**

(29 Room Monitors). Registration opens at 4:00 pm (10 to stay to work reg until 7:00 pm)

**Monday, July 9, 2018**

(29 room monitors) 7:30 am – 5:00 pm (reduce to 15 from 12:00 – 5:00 pm)

(10 registration) 6:00 am – 5:00 pm (reduce to 7 at 3:00 pm). No floaters

**Tuesday, July 10, 2018**

(28 room monitors) 7:30 am – 5:00 pm (reduce to 14 from 12:00 – 5:00 pm). No floaters

(6 registration) 6:00 am – 1:00 pm (reduce to 4 from 1:00 – 5:00 pm)

**Wednesday, July 11, 2018**

(28 room monitors) 7:30 am – 5:00 pm (reduce to 14 from 12:00 – 5:00 pm). No floaters

(3 registration) 7:00 am – 4:00 pm

**Thursday, July 12, 2018**

(29 room monitors) 7:30 am – 5:00 pm (reduce to 15 from 12:00 – 5:00 pm). No floaters  
(2 registration) 7:00 am – 1:00 pm (reduce to 1 at 1:00 – 4:00 pm)

**Friday, July 13, 2018**

(28 room monitors) 7:30 am – 3:00 pm (reduce to 10 from 3:00 – 6:00 pm)  
(No registration staff needed on this day)

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:** Beginning in January 2015, Acrobat Outsourcing will be offering medical benefits to all qualified temporary employees in compliance with The Affordable Care Act. You will be assessed a minimal % ACA surcharge on every invoice. This rate can vary and is currently 1% 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 24 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 the 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.

**Fully Bonded & Insured Cashiers and Temporary Personnel:** Acrobat Outsourcing is fully bonded/insured and carries comprehensive coverage including errors & Omissions.

**Parking:** Parking will be the responsibility of Acrobat Outsourcing for all temporary staff working at the Sheraton San Diego Marina & Hotel for this event.

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

1. THE CLIENT maintains the employee as an Acrobat employee for at least 90 days with a minimum of 520 hours worked.
2. THE CLIENT may hire any Acrobat employee working less than 90 Days and 520 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each employee. Acrobat will assess a fee based on the number of days remaining in the original 90-day commitment.
3. If the employee is a candidate for immediate hire, Acrobat will assess a Direct Hire fee.

**Payment Terms:**

A 50% deposit will be required prior to the event via wire transfer. Following the event and upon validation of the completed timesheet, CLIENT will pay the remaining balance via wire transfer. A copy of the paid invoice will be provided to CLIENT reflecting the charged amount. 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.**

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CLIENT

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STAFFING FIRM: ACROBAT OUTSOURCING

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Signature

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Signature

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Printed Name

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Printed Name

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Title

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Title

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Date

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Date

*Agreement Provided By: Alicia Ambrose*





## New Client Info Form

Date: \_\_\_\_\_

### COMPANY INFORMATION:

Company Name: \_\_\_\_\_ UnboundEd Learning, Inc. Website: \_\_\_\_\_ www.unbounded.org \_\_\_\_\_

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:

\_\_\_\_\_ SHERATON SAN DIEGO HOTEL & MARINA

1380 Harbor Island Drive, San Diego, CA

92101 \_\_\_\_\_

Are there parking options? \_\_\_\_\_ Parking needs to be the responsibility of the staffer. UnboundEd cannot cover parking for this many staffers. \_\_\_\_\_

### 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 \_\_\_\_\_ No cash or financial handling of any kind needed or required.

Uniform or Attire:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Black pants, white shirt. Or whatever your code already is.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTACTS

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

Printed Name: \_\_\_\_\_ Jayme Washam \_\_\_\_\_ Position: \_\_\_\_\_ Director \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ 703.615.0312 \_\_\_\_\_ Fax: \_\_\_\_\_

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

Email: \_\_\_\_\_  
\_\_\_\_\_ jwasham@eventplanningconcepts.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: \_\_\_\_\_ Laura Smith \_\_\_\_\_ Position: \_\_\_\_\_ Managing Partner \_\_\_\_\_

Phone: do not list. \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ 228 Park Ave S #90834 \_\_\_\_\_ City: \_\_\_\_\_ New York, NY \_\_\_\_\_

Zip: \_\_\_\_\_ 10003-1502 \_\_\_\_\_

Email: \_\_\_\_\_ do not list \_\_\_\_\_

## Other Contacts

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

1) Printed Name: \_\_\_\_\_ Brooke Cross \_\_\_\_\_ Position: \_\_\_\_\_ Manager \_\_\_\_\_

Phone: \_\_\_\_\_ 865.824.8214 \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_  
\_\_\_\_\_ bcross@eventplanningconcepts.com \_\_\_\_\_

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## Addendum

### Job Descriptions

Room Monitors: Responsible for assisting with taking attendance every morning of the week, very important. Monitors are to help the facilitator with whatever they might need from the supply office. Plans are to cut the # of room monitors down in the afternoons to about half.

Registration: Staff here is required to hand out name badges, bags, and other registration materials. Three with general computer skills for tabulating attendance lists at the end of the morning period (after attendance is taken by room monitors).

Floater: These are staff used for general purposes, unpacking workshop materials and setting up all rooms. Throughout the week, these staff will be moving supplies around to workshops when out, assisting with items at registration, and moving signage around when needed.

Back-up Staff: Staff will be replaced immediately if they cannot make their shift.

CONFIDENTIALITY During the term of this Agreement, and thereafter, client agrees not to use or disclose to anyone any Confidential Information. For purposes of this Agreement, "Confidential Information" includes (a) terms of this agreement including pricing information, and (b) information contained in any materials delivered to client/organization pursuant to this Agreement, and (c) information which relates to Visit Orlando's business affairs or that of any of its clients, customers, marketing partners, members, or affiliates.

HOLD HARMLESS/INDEMNIFICATION All Acrobat Outsourcing staff assigned to perform services for Client are professional, experienced, capable and fully insured and bonded (cashiers only), and are employees or contractors of Acrobat Outsourcing or a subcontractor of Acrobat Outsourcing. Acrobat Outsourcing shall be solely responsible to pay, withhold, and transmit all applicable payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving staff assigned to provide services to Client. Client is not responsible for providing any benefits to Acrobat Outsourcing staff. Acrobat Outsourcing will provide staff to Client without regard to their race, religion, sex, national origin, creed, ethnicity, ancestry, age, physical or medical disability, political affiliation, sexual orientation, gender identity or gender expression, color, marital status, military or veteran status, genetic information or any other consideration made unlawful by state, federal or local laws.

FORCE MAJEURE Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control, including, but not limited to: acts of God, government regulation, curtailment of transportation, terrorist attack in the US; make it illegal or impossible to hold the Event. This agreement can be cancelled without liability upon providing written notice to the other party within ten (10) days of the occurrence.

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