



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")**, **Root Cellar Catering @ 10070 Mesa Rim Road, San Diego, CA 92121 ("CLIENT")**, is made effective as of September 5, 2018 and will continue until September 5, 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	\$25.95* per hour
Bartender	\$25.95* per hour
Busser	\$24.95* per hour
Dish/Utility	\$23.95* per hour
Prep Cook	\$24.95* per hour
Grill/Line Cook	\$25.95* per hour
Captain	\$34.95* per hour

***Acrobat Outsourcing observes the following Holidays:**

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

On these dates your normal bill rate will increase 1.5X.

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 2% 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 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: 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. If THE CLIENT maintains the employee as an Acrobat employee for at least 180 days with a minimum of 1,040 hours worked then THE CLIENT can hire the Acrobat employee with a Conversion fee of \$0. THE CLIENT must notify Acrobat Outsourcing if they decide to hire an employee.
2. THE CLIENT may hire any Acrobat employee working less than 180 Days and 1,040 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each employee. The Temporary-to-Hire Conversion fee is \$5,000.
3. If the employee is a candidate for immediate hire, Acrobat will assess a Direct Hire fee.

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.

Root Cellar Catering Co.LLC

CLIENT

Signature

Marie Brawn, Member

Printed Name

Title

9-4-18

Date

STAFFING FIRM: ACROBAT OUTSOURCING

Signature

Printed Name

Title

Date

Agreement Provided By: Alicia Ambrose

Acrobat

outsourcing

CREDIT CARD BILLING AUTHORIZATION FORM

CREDIT CARD BILLING INFORMATION:	
Company Name/DBA:	Root Cellar Catering
Authorized Signer:	Marie Brown
Credit Card Type:	Visa ☒ MasterCard [] Amex [] Discover / Novus [] Other, please specify:
Credit Card Number:	4608 4800 0205 0658
Enter CVC number:	Last 3 digits from the back of card: 8067
Expiration Date:	04/21
Billing Address:	2009 Sheridan Rd.
City:	Encinitas
State/Province:	CA
Zip/Postal Code:	92024
Country:	
Phone Number:	
Fax Number:	
PLEASE SELECT ONE OF THE FOLLOWING PAYMENT OPTIONS:	
Applicant agrees that all information provided is accurate and complete. Applicant also acknowledges that all orders may be immediately terminated at Acrobat Outsourcing's discretion if any charges are declined or charge backs are claimed against any outstanding invoiced amount. Disputes to amounts invoiced should immediately be reported to leni@acrobatoutsourcing.com. Changes in the status of this card can also be reported to leni@acrobatoutsourcing.com.	

Authorized Signature:

Over the phone

Date: _____