

AGREEMENT FOR TEMPORARY LABOR SERVICES

- A. This Agreement is made and entered into this 1st day of October 2018, by and between **Ashford TRS MV San Diego LLC dba San Diego Sheraton Mission Valley** located at 1433 Camino Del Rio South (hereinafter referred to as "Hotel"), and **Acrobat Outsourcing**, having a principal place of business at 665 3rd Street, Suite 415, San Francisco, CA 94107 (hereinafter referred to as "Company").
- B. Purpose. This Agreement is entered into specifically for the purpose of Company assigning its employees to perform services for and at Hotel, as described in Attachment A, appended hereto.
- C. Scope of Work. Company's employees will provide labor services for Hotel as described in Attachment A, appended hereto. This could include, but is not limited to temporary and full-time services.
- D. Term. This Agreement shall become effective on the date entered above and shall continue in full force and effect for a period of one (1) year ("Term"), or until terminated as provided herein.
- E. Termination. Notwithstanding any other provisions contained in this Agreement, Hotel may terminate the Agreement, for any reason and without penalty, upon thirty (30) days' written notice sent via certified mail or commercial overnight delivery to the Company. Company may terminate this Agreement upon thirty (30) days' written notice sent via certified mail or commercial overnight delivery to Hotel.

In the event that this Agreement is terminated, Hotel shall only be obligated to pay for services actually provided by Company up to the effective date of the termination.

- F. Employees of Company.
1. Company will recruit, interview, select, hire, and assign employees who, in Company's judgment, are best qualified to perform the services described in Attachment A. As the employer, Company will: (i) maintain all necessary personnel and payroll records for its employees, (ii) withhold from its, employees' compensation any taxes, charges or other payroll deductions required by law; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to employees; (v) provide for liability insurance as specified in Section 6-Insurance (below); and (vi) provide worker's compensation insurance coverage in amounts as required by law.
 2. In connection with the performance of this Agreement, Company will comply with all federal, state, and local laws, regulations, and orders to the extent applicable to Company.
 3. The employees assigned to Hotel under this Agreement shall remain employees of Company. Company's employees shall not be hired by the Hotel, likewise: Company's employee shall not be entitled to participate in any Hotel employee benefit plans, including but not limited to, pension, Section 401 (k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.

Notwithstanding anything to the contrary herein, provided a Company employee either completes 1,040 hours of work at Hotel or works at the Hotel for a period of six (6) months, regardless of the number of hours worked, Hotel may hire said Company employee without additional

compensation to Company by Hotel.

- G. All Company's employees will be screened prior to being hired. The screening process shall include, but not be limited to:
- H. Completion of Company's application, which shall provide for references, employment history and disclosure of criminal convictions;
- I. Reference checks, including at least three (3) previous employers, if possible.
- J. Company's employees shall sign an acknowledgment outlining Company's role as employer and recognizing that Hotel is not their employer, as set out in Attachment B. In addition, Company's employees shall sign the Information Systems Protection Acknowledgement form as set out in Attachment C.
- K. Company will provide safety training to all of its employees assigned to Hotel.
- L. Company's employees who are assigned to work at Hotel will be held to the same standards and rules as employees of Hotel. Company agrees to remove any of its employees at Hotel's request. Company agrees to assist and cooperate with any investigation initiated by Hotel involving any employee of Company provided to Hotel under this Agreement.
- M. Company agrees to inform its workers of work hours, meal and break procedures, and appropriate dress code.
- N. Company agrees to supervise the personnel in accordance with the Standards of Conduct, the Anti-Harassment and Anti-Discrimination Policies of the Hotel.
- O. Insurance. Prior to commencement of this Agreement, Company shall provide Hotel a certificate of insurance evidencing the existence of valid and enforceable insurance policies as follows:
 - 1. Commercial General Liability coverage containing bodily injury and property damage. Such insurance shall name Hotel, its Owner, Manager and affiliates as additional insured.
 - 2. Worker's Compensation insurance in limits not less than prescribed by State Law with waiver of subrogation. In addition, Company must list Hotel and the management company, its parent, subsidiaries and affiliates as an alternate employer on the agency's Workers' Compensation Insurance.
 - 3. Employer's liability insurance with a minimum limit of \$1,000,000 for each occurrence, with waiver of subrogation.
 - 4. Commercial blanket bond coverage to insure against fraudulent or dishonest acts of Company's employees in the principal amount of \$100,000.
 - 5. Automobile liability insurance for any Company owned or leased vehicles used in conjunction with the service provided by Company hereunder, for bodily injury or property damage with combined single limit of not less than one million dollars (\$1,000,000) each occurrence.

Hotel, its subsidiaries, parents, and affiliates shall be named as additional insureds on the Company's policy or policies for coverages 1, 4 and 5 above. All policies shall be specifically endorsed to provide that the coverage obtained by virtue of the Agreement will be primary and that

any insurance carried by Hotel shall be in excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Hotel. Company shall deliver certificate of insurance and any renewals thereof to the Director of Human Resources or the General Manager for Hotel.

P. Indemnification

Company will indemnify, defend and hold harmless Hotel and its parents, subsidiaries, affiliates, directors, officers, employees, agents and affiliated partnerships or corporations under common contract ("Indemnified Parties") from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney's fees) imposed upon or incurred by Hotel arising out of any of the following:

1. Company's failure to comply with applicable laws, regulations, or orders;
2. Any negligent act or omission or intentional misconduct on the part of Company, its officers, employees (including its employees on assignment) or agent;
3. Breach of any obligation of Company contained in this Agreement;
4. Any claim for workers' compensation benefits or personal injury claims for job related bodily injury or death asserted against Indemnified Parties by any of Company's employees, subcontractors or agents or, in the event of death, by their personal representatives; or any liability of Indemnified Parties under any federal, state, or local employment laws, including, but not limited to, notice requirements to employees before termination or layoff from employment;
5. Any claims by, Company employees, agents or subcontractors relating to payment for services rendered.

To facilitate the effective and efficient processing of claims by Company, Hotel agrees to promptly notify Company of any claim it believes may be subject to these indemnification provisions and to share with Company any and all information it may have concerning such a claim. This indemnification shall survive any termination of this Agreement.

Q. Payment and Billing

Hotel agrees to pay Company as per Attachment A for each hour worked by Company's employees.

This fee will be billed weekly with payment due in 30 days.

R. Entire Agreement

Both parties agree that this written Agreement is the total agreement between the parties and that no other document, subsequent modification, or oral agreements exist other than the terms stated herein. Any subsequent modification/amendment to this Agreement shall be reduced to writing, signed by both parties, and attached hereto in order to be effective.

- S. It is understood and agreed that the intent of this Agreement is to include everything necessary for the proper and orderly execution and completion of the services described herein. Any/all services or material described in words, which have a well-known technical, or trade meaning shall be interpreted in accordance with such technical or trade meaning.

- T. Notices. Whenever, by the terms of this Agreement, notice, demand, or other communication shall

or may be given, to either party, same shall be in writing and shall be sent by certified mail or commercial overnight delivery:

for Hotel:

San Diego Mission Valley Sheraton
1433 Camino Del Rio South
San Diego, CA 92108

with a copy to:

c/o Remington Lodging & Hospitality, LLC
14185 Dallas Parkway, Suite 1150
Dallas, TX 75254
Attn: General Counsel Fax: 972-980-2705

for Company:

Acrobat Outsourcing

303 Hegenberger Rd
Suite 300
Oakland, CA 94621

- U. Paragraph Headings. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- V. Invalidity of Particular Provision. If any term or provision of this Agreement, or the application thereof to any person or circumstance; shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent of the law.
- W. Choice of Law. The parties agree that this Agreement shall be interpreted according to the laws of the State in which the Company's employees are working and that jurisdiction for enforcement of this Agreement lies exclusively in that 'state. In the event litigation is initiated to enforce any part of this Agreement, the prevailing party is entitled to recover the expenses of litigation including attorney's fees.
- X. Licenses and Permits. If any governmental license or permit is required for the proper and lawful conduct of Company's business or other activity carried on at Hotel, or if a failure to procure such a license or permit might or would in any way affect the operations of Hotel, then Company, at its expense, shall duly procure and thereafter maintain such license or permit and submit same for inspection by Hotel. Company, at its sole cost and expense, will at all times comply with the requirements of each such license or permit. Company further agrees to comply promptly with all requirements or any legally constituted public authority and to abide by Hotel's Rules and Regulations.
- Y. Assignment. This Agreement may not be assigned by Company in whole or part without prior written consent of Hotel.

Z. Trade Names. Company acknowledges that Hotel and its related entities are the sole and exclusive owners of the Hotel trademarks, service marks, trade names and logos and the Hotel trademarks, service marks, trade names and logos (together, "the Marks"). Company agrees that it will not make any use of the Marks except with Hotel's prior written consent, and that any use of the Marks by Company and the goodwill associated with such use shall inure to Hotel's benefit. Company agrees and acknowledges that it shall not acquire any interest in the Marks or goodwill associated with the Marks by virtue of this Agreement or Company's use of the Marks.

AA. Compliance with Laws. Company agrees that it shall not discriminate on the basis of race, color, religion, sex, age, national origin, disability, and/or veteran status. Company affirms that it is an equal opportunity and affirmative action employer and it will comply with all applicable federal, state, and local laws governing employment, including, but not limited to, the Fair Labor Standards Act, Executive Order 11246 and Amendments, the Vietnam Era Veterans Readjustment Act of 1975, the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, the National Labor Relations Act, and the Immigration Control Act of 1990.

Company agrees that it will, in response to a request from Hotel, provide assurances that Company is complying with state and federal employment laws. In addition, Company will, upon Hotel's request, provide documentation demonstrating its compliance with such laws, including, but not limited to, certification that each and every worker, individually identified by name, assigned to Customer's premises at any time is a documented citizen of the United States or an alien authorized under all applicable requirements to work in the United States and that the employment eligibility of such alien has been verified by Vendor using the Employment Verification Form (1-9).

BB. Independent Company. In its performance of this Agreement, Company will at all times act in its own capacity and right as an independent Company and nothing contained herein may be construed to make Company an agent, partner, or joint venturer of Hotel. Neither Company nor its employees will have any claim to Hotel's revenues from their work.

WITNESS THE EXECUTION HEREOF, in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

Hotel:

Ashford TRS MV San Diego LLC dba San Diego Sheraton Mission Valley

By Remington Lodging & Hospitality LLC, its authorized agent

By: _____
Sloan Dean

Title: Chief Operating Officer

Date: _____

Company:

Acrobat Outsourcing

By: Melicia Ambrose

Title: Client Svs Mgr

Date: 9/27/18

ATTACHMENT "A"

Fees and Services:

<u>Position</u>	<u>\$/HR</u>
Banquet Server	\$22.40
Bartender	\$22.40
Captain/Supervisor	\$32.00

a minimum of five billable hours per event/shift are required.

ATTACHMENT "B"

Agency Employment Acknowledgement

I understand that I am an employee of **Acrobat Outsourcing** ("Company") and am on assignment with, but not an employee of **Remington Lodging & Hospitality LLC**, manager and authorized agent of **Ashford TRS MV San Diego LLC dba San Diego Sheraton Mission Valley**, located at 1433 Camino Del Rio South (hereinafter referred to as "Hotel").

I understand that Company, not Hotel, will determine and communicate my pay rate to me, as well as any information about benefits to which I may be entitled from Company.

I understand that I will receive a paycheck from Company, not Hotel, and that this paycheck may be picked up at or distributed by Company.

I understand that as a Company employee, I am not eligible to participate in any benefits plans, policies, or programs established or administered by Hotel, including among other things vacation, holiday pay, health or life insurance, profit sharing or stock purchase plans.

I waive any right or claim to participate in or receive benefits from Hotel for any time period during which I am an employee of Company.

I understand that any issues, concerns, or grievances relating to my assignment with Hotel should be addressed to Company.

I understand that Company will handle routine personnel matters, such as reference and credit checks. There will be no common personnel records between Company and Hotel.

I understand that The Hotel will not hire any Company's staff as permanent employee while working for until I have worked for the Hotel for 640 hours or six (6) months from the date below, whichever occurs first.

I have read and understand the above policies and guidelines.

Date: _____, 201_

Company Employee: _____

Signature: _____

ATTACHMENT "C"

Information and Systems Protection Acknowledgement for Temps, Consultants and Other Contractors

I hereby acknowledge and agree to the following: Information Protection and Confidentiality
As part of my assignment I will be given access to information about Hotel and its business, in a variety of formats (paper, electronic, oral communications). This information, other than that which is already publicly available, is proprietary and confidential to Hotel and I am responsible for keeping it confidential. I will not reproduce, disclose, or distribute Hotel information in any way unless I am instructed to do so by my Hotel supervisor. If in doubt, I will not disclose information without speaking to my Hotel supervisor. I may only use Hotel information to perform my duties for Hotel, and for no other purpose. As is the case for Hotel associates, my access and use of Hotel computer resources may be monitored by Hotel at any time, with or without notice, and shall not in any way be deemed to be private or personal to me.

Use of Hotel's Systems

When using the Company's e-mail and Internet access capabilities, I will abide by the following:

The Internet is provided for business use. In appropriate and offensive sites, such as those containing or promoting sexually explicit content, gambling, hate speech, or criminal activity should never be accessed in the workplace or through the use of Hotel computers and computing resources.

E-mail messages may be required to be disclosed in legal proceedings and should be composed with dignity and care, as should all documents written on Hotel's behalf.

Hotel's non-solicitation guidelines state that e-mail may not be used to communicate advertisements, commercial announcements of solicitations for membership or subscriptions from any public or private enterprises.

Think before you send! Any message that is sent can be misdirected or easily forwarded to someone else without consent. Special care should be taken when communicating sensitive or confidential information to ensure that it is appropriate for the intended recipients to be privy to the information being sent.

A message should never be sent if it could be perceived as offensive by another. Derogatory expressions should never be used. (Examples include jokes, slogans, cartoons or other material of an offensive nature related to a person's race, color, national origin) sex., religion, sexual orientation, age, disability or veteran status.)

E-mail chain letters should not be sent or forwarded. These letters are not only annoying, they add unnecessarily to an already high volume of e-mail traffic.

Messages should be distributed only to those who will benefit from it. When posting a message to an e-mail bulletin board or public folder, remember that everyone can view it.

E-mail attachments from unknown senders should not be downloaded or opened. If a virus is suspected or known to be in a file, the file should not be opened or forwarded.

Software should not be installed on a Hotel computer or network without the express consent of the Hotel.

Independent Contractor

I am and shall remain an employee of my employer while performing services for Hotel. I am not and shall not be deemed to be an employee of Hotel or its subsidiaries or affiliates for any purpose, and acknowledge and agree that I am not eligible for employment benefits of any kind with Hotel, including workers compensation, pay and other benefits. I do not have and shall not have the right to bind Hotel by any representation, promise, contract, or other act or omission.

No Right or License

Nothing in this acknowledgement will be construed to grant any right or license to me or any employer with respect to data or information disclosed by Hotel, or any patent, trademark, copyright, trade secret, or other intellectual property right owned, held or controlled by Hotel. As between me, my employer and Hotel, all rights (including the right to reproduce, distribute, extract, or disclose to other persons or entities), title, and interest in and to any such data, information and intellectual property belong exclusively to and shall remain exclusively with Hotel.

Ownership of Work

I agree that all right, title and interest (including but not limited to copyright and patent rights) in all work, products (including without limitation; marks, computer programs and documentation, photographs, logos, designs, drawings, artistic and graphical works, reports, data, information, other works of authorship, and inventions, if any) made by me or my employer, or its suppliers or contractors, during performance of services for Hotel (all such works hereinafter "Work Products") will be as set forth in the agreement between my employer and Hotel. I will not assert any rights in the Work Product inconsistent with any such agreement and hereby assign any rights I have in such Work Products as necessary to give effect to such agreement. If no such agreement exists, or if such agreement does not cover intellectual property rights, I hereby assign any such rights to Hotel. Hotel may register, record, and otherwise perfect title to and ownership of all Work Products in Hotel's own name. I agree to execute such documents and otherwise provide such assistance, as Hotel may reasonably request, at Hotel's expense, to accomplish the purposes of this paragraph.

By signing the first page of this document I certify that I have read and understand all the information contained in this acknowledgement and that I agree to comply with its provisions. I recognize that if I fail to comply with this agreement, Hotel may terminate its relationship with my employer and me and exercise other legal remedies to protect its rights.

Date: _____, 201_

Company Employee: _____

Signature: _____