



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 Thunder Valley Casino located at 1200 Athens Avenue, Lincoln, CA 95648 ("CLIENT"), is made effective as of January 1st, 2020 and will continue for a period of 1 year until December 31st, 2020, or until further agreed upon notice.

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, 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
Barback	\$19.50 per hour
Bartenders	\$21.00 per hour
Cocktail Servers	\$19.50 per hour
Utility-Culinary	\$21.00 per hour
Utility-Stewarding	\$21.00 per hour
Utility-Set Up	\$21.00 per hour
Banquet/Buffer Servers	\$21.00 per hour
Hawker	\$19.50 per hour
Usher	\$19.50 per hour
Promotional Assistant	\$19.50 per hour
Supervisor (Food & Beverage)	\$25.35 per hour
Premium Supervisor (Entertainment)	\$21.00 per hour + \$52.20 per event flat rate
Premium Lead (Entertainment)	\$21.00 per hour + \$21.00 per event flat rate
Please note that Employees with back of the house access will undergo background checks determined by the Tribal Gaming Agency (TGA) prior to working shifts.	
<p><i>*STAFFING FIRM observes the following Holidays:</i></p> <div> <div>New Year's Day</div> <div>Labor Day</div> <div>Easter Sunday</div> <div>Thanksgiving Day</div> <div>Memorial Day</div> <div>Christmas Day</div> <div>Independence Day</div> </div> <p><i>On these dates your normal bill rate will increase 1.5X.</i></p>	

The 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.

Affordable Care Act: The STAFFING FIRM offers 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.

Four-hour Minimum: We require a four-hour minimum workday. If an employee is scheduled to work a minimum of four hours in one day and the employee is sent home in less than four hours due to a lack of work, the employee will be paid for four hours and THE CLIENT will be billed for four 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 four-hour minimum will be applied, and THE CLIENT will be billed for 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 4. 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: The 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 an Employee of STAFFING FIRM: Should THE CLIENT wish to hire a STAFFING FIRM 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 employee of the STAFFING FIRM for at least 90 days with a minimum of 520 hours worked then THE CLIENT can hire the STAFFING FIRM's employee with a Conversion fee of \$0. THE CLIENT must notify the STAFFING FIRM if they decide to hire an employee.

2. THE CLIENT may hire any STAFFING FIRM employee working less than 90 Days and 520 hours after paying a Temporary-to-Hire Conversion fee to the STAFFING FIRM for each employee. The Temporary-to-Hire Conversion fee is \$5,000.

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.

United Auburn Indian Community dba
Thunder Valley Casino Resort

CLIENT



Signature

Dawn Clayton

Printed Name

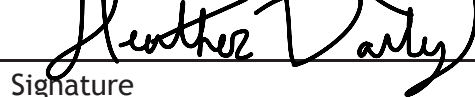
General Manager

Title

11.28.19

Date

STAFFING FIRM: ACROBAT OUTSOURCING



Signature

Heather Dailey

Printed Name

Director of Sales

Title

12/5/2019

Date

Agreement Provided By: Heather Dailey



THE SERVICE COMPANIES

New Client Info Form

Date: 11.28.19

COMPANY INFORMATION:

Company Name: United Auburn Indian Community dba
Thunder Valley Casino Resort Website: www.thundervalleyresort.com

Type of Company:

- ☐ Conference Planner
- ☐ Event Production
- ☐ Food Production or Demo
- ☐ Education
- ☐ Event Facility
- ☐ Caterer
- ☐ Restaurant
- ☐ Corporate Cafeteria

✓ Organization: Indian Casino & Hotel Resort

LOCATION

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

Are there parking options? Parking Garage

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?

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

CONTACTS

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

Printed Name: Chuck Sproat Position: Employment Manager

Phone: 916.408.8271 Cell: _____ Fax: 916.408.8377

Address: 1200 Athens Ave. City: Lincoln Zip: 95648

Email: chuck.sproat@thundervalleyresort.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: Ann Waldor Position: Accounts Payable Manager

Phone: 916.408.9104 Cell: _____ Fax: 916.408.8457

Address: 1200 Athens Ave. City: Lincoln Zip: 95648

Email: accts.payable@thundervalleyresort.com

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: _____