



## 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 The Diplomat Steakhouse located at 1117 11<sup>th</sup> Street, Sacramento, CA 95814 ("CLIENT"), is made effective as of October 3<sup>rd</sup>, 2018 and will continue for a period of 1 year until October 3<sup>rd</sup>, 2019. This contract will automatically renew after 1 year, if no notice is 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, health care and commuter ordinances as well as other deductions and benefits paid to our employees. Additionally, all administrative charges are covered, including but not limited to: preparation of W-2 forms at the end of the year, E-Verifying all employees; conducting standard criminal seven (7) year, seven (7) county background checks, including social security trace and registered sex offender.

Position	Bill Rate
Server	\$26.95 per hour
Bartender	\$26.95 per hour
Prep Cook	\$25.95 per hour
Line/Grill Cook	\$26.95 per hour
Dish/Utility	\$24.95 per hour
Busser	\$24.95 per hour
Host	\$25.95 per hour
Captain	\$34.95 per hour
<i>*Acrobat Outsourcing observes the following Holidays:</i>	
New Year's Day	
Easter Sunday	
Memorial 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.

**Affordable Care Act:** Acrobat Outsourcing 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.

**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 120 days with a minimum of 695 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 120 Days and 695 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each employee. The Temporary-to-Hire Conversion fee is \$5,000.

**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.**

Lochan International DBA The Diplomat

CLIENT



Signature

Ramesh Prasad *as its CEO*

Printed Name

CEO

Title

10/8/2018

Date

STAFFING FIRM: ACROBAT OUTSOURCING

Signature

Printed Name

Title

Date

*Agreement Provided By: Heather Dailey*



## New Client Info Form

Date: 10/8/2018

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### COMPANY INFORMATION:

Company Name: Lochan International DBA The Diplomat Website: www.thediplomatsacramento.com

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:  
The Diplomat , 1117 11th Street, Sacramento, CA 95814, meet in the kitchen/bussing station with a manager.

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Are there parking options? Public parking on 10th and L Street

### 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?

Servers = white dress shirt, black solid vest (meaning front and back of the vest must be black), black tie, black dress pants, non-slip shoes

Bartenders = white dress shirt, black solid vest (meaning front and back of the vest must be black), black bow tie, black dress pants, non-slip shoes

Busser = black dress shirt, black solid vest (meaning front and back of the vest must be black), black tie, black dress pants, non-slip shoes

Captain/Host = Black blazer, black blouse, black dress pants, non-slip shoes (option: black dress at or below knee length. For Men = black suit, white dress shirt and black tie)

Prep/line/dish/utility = white kitchen chef coat, black pants, non-slip shoe

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

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## CONTACTS

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

Printed Name: Pa Vang Position: VP  
Phone: 916-756-6056 Cell: 916-756-6056 Fax: 800-898-0428  
Address: 1117 11th Street City: Sacramento Zip: 95814  
Email: PAVK@LRE4U.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: RAMESH PRASAD Position: CEO  
Phone: 916-716-9916 Cell: Fax:  
Address: 1117 11TH STREET City: SACRAMENTO Zip: 95814  
Email: RAMESH@LRE4U.COM

### Other Contacts

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

1) Printed Name: PA VANG Position: VP  
Phone: 916-756-6056 Cell: Fax:  
Email: PAVK@LRE4U.COM

2) GM - Paul Ottaviano 916 223-0651  
Paul @ thediplomat Sacramento.com

3) Event Concierge - Kaitlin Deathridge  
916 573-4083  
559 816 3512  
Kaitlin @ thediplomat Sacramento.com

# Acrobat

outsourcing

## CREDIT APPLICATION FOR A BUSINESS ACCOUNT

### BUSINESS CONTACT INFORMATION

Title: CEO

Company name/DBA: LOCHAN INTERNATIONAL DBA THE DIPLOMAT

Phone: 916-573-4083 Fax: 800-898-0428 E-mail: RAMESH@LRE4U.COM

Registered company address: 1117 11TH STREET

City: SACRAMENTO

State: CA

ZIP Code: 95814

Date business commenced: 03/2018

Sole proprietorship:

Partnership:

Corporation: X

Other:

### BUSINESS AND CREDIT INFORMATION

Primary business address: 1117 11TH STREET

City: SACRAMENTO

State: CA

ZIP Code: 95814

How long at current address? >1 YEAR

Telephone: 916-573-4083 Fax: 800-898-0428

E-mail: RAMESH@LRE4U.COM/  
PAVK@LRE4U.COM

Bank name: CHASE

Bank address: 6987 DOUGLAS BLVD

Phone: 916-784-0511

City: GRANITE BAY

State: CA

ZIP Code: 95746

Type of account

Account number 260691966

Savings

Checking X

Other

### BUSINESS/TRADE REFERENCES

Company name: SYSCO

Address: 7062 PACIFIC AVE

City: PLEASANT GROVE

State: CA

ZIP Code: 95668

Phone: 877-570-1495 Fax:

E-mail:

Type of account:

Company name: DTT

Address: 1755 NORTH MAIN STREET

City: LOS ANGELES

State: CA

ZIP Code: 90031

Phone: 614-668-7478 Fax:

E-mail:

Type of account:

### AGREEMENT

1. All invoices are to be paid 30 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: CEO  
Date: 10/8/2018

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



## CREDIT CARD BILLING AUTHORIZATION FORM

### CREDIT CARD BILLING INFORMATION:

Company Name/DBA:	LOCHAN INTERNATIONAL DBA THE DIPLOMAT
Authorized Signer:	RAMESHWAR PRASAD
Credit Card Type:	Visa [ ] MasterCard <input checked="" type="checkbox"/> Amex [ ] Discover / Novus [ ] Other, please specify:
Credit Card Number:	5452 1200 0128 2449
Enter CVC number:	Last 3 digits from the back of card: 764
Expiration Date:	11/21
Billing Address:	341 Anjou Circle Sacramento
City:	
State/Province:	CA
Zip/Postal Code:	95835
Country:	USA
Phone Number:	916-716-9916
Fax Number:	800-898-0428

### 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:

RAMESHWAR PRASAD

Date: 10/8/2018