



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")**, and **The Plaza Suites located at 3100 Lakeside Drive, Santa Clara, CA 95054 CLIENT**"), is made effective as of October 29th, 2018 and will continue for a period of 1 year until October 29th, 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								
Food & Beverage Staff	Hourly Pay Rate + 70% Markup								
Housekeeping/Laundry	Hourly Pay Rate + 62% Markup								
<p><i>*Acrobat Outsourcing observes the following Holidays:</i></p> <table> <tr> <td>New Year's Day</td><td>Labor Day</td></tr> <tr> <td>Easter Sunday</td><td>Thanksgiving Day</td></tr> <tr> <td>Memorial Day</td><td>Christmas Day</td></tr> <tr> <td>Independence Day</td><td></td></tr> </table> <p><i>On these dates your normal bill rate will increase 1.5X.</i></p>		New Year's Day	Labor Day	Easter Sunday	Thanksgiving Day	Memorial Day	Christmas Day	Independence Day	
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Independence 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 (ACA)/Health Care Security Ordinance (HCSO): Acrobat Outsourcing offers medical benefits to all qualified temporary employees in compliance with The Affordable Care Act and the Health Care Security Ordinance for San Francisco. You will be assessed a minimal % ACA surcharge on every invoice. This rate can vary and is currently 3% 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.



New Client Info Form

Date: 10/29/2018

COMPANY INFORMATION:

Company Name: The Plaza Suites Website: www.ThePlazaSuites.com

Type of Company:

- ☐ Conference Planner
- ☐ Event Production
- ☐ Food Production or Demo
- ☐ Education
- ☐ Event Facility
- ☐ Caterer
- ☐ Restaurant
- ☐ Corporate Cafeteria
- ☒ Organization: Hotel

LOCATION

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

3100 Lakeside Drive, Santa Clara CA 95054

Are there parking options? Free parking for employees

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 Housekeeping

Uniform or Attire:

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

Black pants, Black non-skid shoes (comfortable)
Hotel to provide shirt and name tag

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: Adrian Flores Position: AGM
Phone: 408 350-4151 Cell: 408 504-4005 Fax: 408 350-4170
Address: 3100 Lakeside Dr. City: Santa Clara Zip: 95054
Email: aflores@theplazasuites.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: Ed Ardales Position: Controller
Phone: 408 350-4149 Cell: _____ Fax: 408-350-4170
Address: 3100 Lakeside Dr. City: Santa Clara Zip: 95054
Email: eardales@theplazasuites.com

Other Contacts

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

1) Printed Name: Laura Lopez Position: HR Coordinator
Phone: 408 350-4176 Cell: _____ Fax: 408 350-4170
Email: LLopez@theplazasuites.com

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.

The Plaza Suites



CLIENT

Signature

Printed Name

JP Rollet

Title

General Manager

Date

11/6/18

STAFFING FIRM: ACROBAT OUTSOURCING

HEATHER DAILEY

Signature

Printed Name

Business Development Manager

Title

11/7/2018 8:43:31 AM PST

Date

Agreement Provided By: Heather Dailey

APPLICATION FOR CREDIT

BUSINESS CONTACT INFORMATION

Company name: SIERRA LAND GROUP, INC.		<input type="checkbox"/> Sole proprietorship
Telephone: (818) 247-3681	Fax: (818) 247-4315	<input type="checkbox"/> Partnership
Street Address: 801 N. BRAND BLVD. STE 1010	City, State ZIP: GLENDALE, CA 91203	<input checked="" type="checkbox"/> Corporation
Accounts payable contact: CASEY HERRERA		<input type="checkbox"/> Other
Bank name and branch: MORGAN STANLEY SMITHBARNEY	Contact: SANDRA M. MCAULIFFE	Phone: (213) 486-8839

OFFICERS, PARTNERS, OWNERS

Full name	Position	Address	Telephone
DAN FREEBERG	VICE PRESIDENT	801 N. BRAND BLVD. STE 1010 GLENDALE, CA 91203	(818) 247-3681
BILL BELL	CFO	801 N. BRAND BLVD. STE 1010 GLENDALE, CA 91203	(818) 247-3681

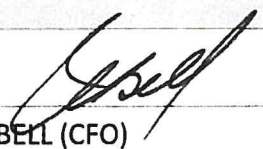
BUSINESS/TRADE REFERENCES

Company name:	Address:	Telephone
U.S FOOD SERVICE	300 LAWRENCE DR. LIVERMORE, CA 94551	(925) 606-3608
AVJET CORPORATION	4301 EMPIRE AVE BURBANK, CA 91505	(818) 841-6190
CESSNA AIRCRAFT CO	5800 E. PAWNEE WICHITA, KS 67277	(800) 538-7278
ALL STATES STATIONERY	809 E. BROADWAY GLENDALE, CA 91205	(818) 242-4144

AGREEMENT

For the purpose of establishing credit with your company, the undersigned, guarantees the financial information above to be correct and complete to the best of my/our knowledge and authorize any credit investigation needed for verification of such.

SIGNATURES

Signature		Signature	
Name and Title	BILL BELL (CFO)	Name and Title	
Date		Date	