



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 **Sycuan Casino** located at 5469 Casino Way, El Cajon, CA 92019 ("CLIENT"), is made effective as of March 25th, 2019 and will continue for a period of 1 year until March 25th, 2020. 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 preparation of W-2 forms at the end of the year.

Position	Bill Rate
Server	\$25.95 per hour
Bartender	\$26.95 per hour
Prep Cook	\$25.95 per hour
Line/Grill Cook	\$26.95 per hour
Dish/Utility	\$23.95 per hour
Busser	\$24.95 per hour
Cashier	\$24.95 per hour
Housekeeping	\$22.95 per hour
Captain	\$32.95 per hour
Payroll Services	Hourly Pay Rate + 45% Mark-up

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.

Overtime: Overtime will be billed to THE CLIENT at time and one half (1.5) the bill rate for hours worked in excess of forty (40) in a work week.

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 600 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 600 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each employee. The Temporary-to-Hire Conversion fee is:

- a. 0-200 Hours Worked- \$5,000
- b. 201-400 Hours Worked- \$3,000
- c. 401-600 Hours Worked- \$1,000
- d. 601+ Hours Worked – No Fee

Should THE CLIENT wish to hire a payrolled employee they are able to do so at anytime at no fee. There are no minimum hours worked that a payrolled employee must work prior to being hired on by THE CLIENT. THE CLIENT must notify Acrobat Outsourcing when they wish to hire a payrolled employee.

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.

CLIENT

Kaymarie Sandoval
Signature

Kaymarie Sandoval
Printed Name

Assistant Director of Human Resources
Title

3/27/19
Date

STAFFING FIRM: ACROBAT OUTSOURCING

Signature

Printed Name

Title

Date

Agreement Provided By: Heather Dailey