



THE SERVICE COMPANIES

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 The Family Club located at 545 Powell Street, San Francisco, CA 94108 ("CLIENT"), is made effective as of April 18th, 2019 and will continue for a period of 1 year until April 18th, 2020. 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, and commuter ordinances as well as other deductions and benefits paid to or on behalf of our employees such as the required San Francisco Health Care Security Ordinance (HCSO) hourly expenditure per employee. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year.

Position	Bill Rate
Server	\$38.95 per hour
Bartender	\$38.95 per hour
Busser	\$34.95 per hour
Dish/Utility	\$32.95 per hour
Prep Cook	\$36.95 per hour
Grill/Line Cook	\$38.95 per hour
Captain	\$50.00 per hour
* STAFFING FIRM observes the following Holidays:	
New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
<i>On these dates your normal bill rate will increase 1.5X.</i>	

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.

Health Care Security Ordinance (HCSO): STAFFING FIRM intends to be in compliance with the San Francisco HCSO and the Affordable Care Act. STAFFING FIRM either provides medical benefits or contributes to an irrevocable reimbursement account in accordance with the HCSO.

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: 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 a STAFFING FIRM Employee: Should THE CLIENT wish to hire an employee of STAFFING FIRM 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 STAFFING FIRM for at least 120 days with a minimum of 695 hours worked then THE CLIENT can hire STAFFING FIRM's employee with a Conversion fee of \$0. THE CLIENT must notify STAFFING FIRM if they decide to hire an employee.
2. THE CLIENT may hire any employee of STAFFING FIRM working less than 120 Days and 695 hours after paying a Temporary-to-Hire Conversion fee to STAFFING FIRM for each employee. The Temporary-to-Hire Conversion fee is \$6,500.


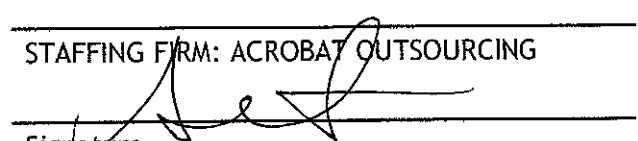
Payment Terms: Qualified CLIENTS who provide good credit references to STAFFING FIRM will be granted terms. ALL invoices are **Due Upon Receipt**.

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.

CLIENT	STAFFING FIRM: ACROBAT OUTSOURCING
	
Signature	Signature
FERNANDO PACHECO	Ariel Hasbun
Printed Name	Printed Name
General Manager	Operations Manager
Title	Title
7/8/2017	8/2/2019
Date	Date

Agreement Provided By: Heather Dailey



THE SERVICE COMPANIES

New Client Info Form

Date: 7/3/2019

COMPANY INFORMATION:

Company Name: THE FAMILY Website: _____

Type of Company:

- ☐ Conference Planner
- ☐ Event Production
- ☐ Food Production or Demo
- ☐ Education
- ☐ Event Facility
- ☐ Caterer
- ☐ Restaurant
- ☐ Corporate Cafeteria
- ☐ Organization: PRIVATE MBN CLUB

LOCATION

Please provide venue name, address and specific meeting room or check in procedure: 2 locations

The Family Club

545 Pavell St.

San Francisco CA 94108

The Family Farm

1400 Portola Road

Woodside, CA 94062

Are there parking options? NO in San Francisco / Free Parking Woodside

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 Servers Banquet

Uniform or Attire:

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

BLACK BOW TIE, WHITE SHIRT, BLACK PANTS

And BLACK SHOES - ~~probably~~ no tennis shoes in San Francisco

Woodside Black shoe is okay

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

SAME AS ABOVE

CONTACTS

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

Printed Name: DWAYNE ARIKANA Position: Food & beverage Mgr

Phone: _____ Cell: 415-215-4430 Fax: _____

Address: 545 Powell St City: San Francisco Zip: 94108

Email: Dwayne2@keepyoung.org

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: _____ Position: _____

Phone: _____ Cell: _____ Fax: _____

Address: _____ City: _____ Zip: _____

Email: _____

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: _____



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- ☐ Organization: PRIVATE MEN CLUB

LOCATION

Please provide venue name, address and specific meeting room or check in procedure: 2 locations

<u>The Family Club</u>	<u>The Family Farm</u>
<u>545 Pavell St.</u>	<u>1400 Portola Road</u>
<u>San Francisco CA 94108</u>	<u>Woodside, CA 94062</u>

Are there parking options? NO in San Francisco / Free Parking Woodside

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: Servers Banquet

Uniform or Attire:

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

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Fax # _____

APPLICATION FOR CREDIT HISTORY

DATE: 7/3/2018

Business Name: The Family

Phone # 415-781-0800

Street Address: 545 Powell Street, San Francisco, Ca 94108

Billing Address: 545 Powell Street, San Francisco, Ca 94108

Delivery Address: 701 Bush Street, San Francisco, CA 94108

This is a Non-Profit Organization

ID# 94-0466220

Resale # 19-009114

Name and Address of All Owners :

Name: Mark Rawlins

Title: President

Address: 545 Powell Street, San Francisco, Ca 94108

Name: Henry Klyce

Title: Vice President

Address: 545 Powell Street, San Francisco, Ca 94108

Bank Information

Name of Bank: First Republic Bank Branch: Palo Alto

Address: 2275 El Camino Real, Palo Alto, Ca 94306

Account # 80007551775

Contract : Dianne Devlin

Business Reference:

Name: Vegiworks, Inc.

Phone # 415-643-8686

Fax # 415-643-5640

Address: 2101 Jerrold Ave., Ste #110, SF, CA 94124

Name: Sweet Production, Inc

Phone # 650-631-7777

Fax #

Address: P.O. Box 1161, San Carlos, CA 94070

Name: Creative International

Phone # 415-255-1128

Pastries, Inc.

Fax# 415-255-1141

Address: 950 Illinois Street, San Francisco, CA 94107

Estimated Monthly Purchases \$5,000.00

Credit Line Requested \$20,000.00

How often and when does your company issued checks? Once a Month



THE SERVICE
COMPANIES

SERVICE. ABOVE ALL

Credit Application for a Business Account

Business Contact Information			
Title: <u>THE FAMILY CLUB</u>			
Company name/DBA: <u>SAME AS ABOVE</u>			
Phone:	Fax:	Email:	
Registered company address: <u>545 POWELL ST.</u>			
City: <u>SF</u>	State: <u>CA</u>	ZIP Code: <u>94108</u>	
Date business commenced:			
Sole proprietorship:	Partnership: <input checked="" type="checkbox"/>	Corporation: <input checked="" type="checkbox"/>	Other: <u>NON-PROFIT ORG.</u>
Business and Credit Information			
Primary business address: <u>See attached</u>			
City:	State:	ZIP Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:	State:	ZIP Code:	
Type of account:	Account number		
Savings			
Checking			
Other			
Business/Trade References			
Company name:			
Address: <u>See attached</u>			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	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, a wholly-owned subsidiary of The Service Companies, Inc., to make inquiries into the banking and business/trade references that you have supplied.	
Signatures	
Title: Date: 7/8/2018	Title: Date: 