



# THE SERVICE COMPANIES

## The Service Companies Services Agreement

*Connell Hospitality LLC a/b/a*

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 Embassy Suites Berkeley Heights located at 250 Connell Drive, Berkeley Heights, NJ 07922 ("CLIENT"), is made effective as of August 9, 2019 and will continue for a period of 1 year until August 9, 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								
Barista	\$20.95 per hour								
Server	\$23.95 per hour								
Bartender	\$25.95 per hour								
Dish/Utility	\$19.95 per hour								
Prep Cook	\$23.95 per hour								
Grill/Line Cook	\$25.95 per hour								
<p><b>* STAFFING FIRM observes the following Holidays:</b></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><b>On these dates your normal bill rate will increase 1.5X.</b></p>		New Year's Day	Labor Day	Easter Sunday	Thanksgiving Day	Memorial Day	Christmas Day	Independence Day	
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Independence Day									

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.



applicable health care insurance laws including

**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. applicable laws.

**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.~~ Will be provided as required by applicable laws.

**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.

*Connell Hospitality LLC d/b/a Embassy Suites Berkeley Heights  
By: Davidson Hotel Company d/b/a Davidson Hotels Resats, management agent*

CLIENT

Signature

Printed Name

Title

Date

STAFFING FIRM: ACROBAT OUTSOURCING

DocuSigned by:

Signature

HEATHER DAILEY

Printed Name

Director of Sales

Title

8/9/2019

Date

Agreement Provided By: Robert Jones



## **ADDENDUM TO TEMPORARY STAFFING AGREEMENT**

This is an addendum to that certain The Service Companies Services Agreement between Acrobat Outsourcing, a wholly-owned subsidiary of The Service Companies, Inc. ("Staffing Company") and Connell Hospitality LLC d/b/a Embassy Suites Berkeley Heights ("Client"). "Agreement" means The Service Companies Services Agreement and this addendum. Staffing Company and Client agree that the terms set forth in this Addendum are incorporated by reference into and made a part of The Service Companies Services Agreement. If there is a conflict, the terms of this addendum will control.

### **Insurance**

Prior to commencement of this Agreement, and at the time of policy renewals, Staffing Company will provide Client with a certificate of insurance evidencing the existence of valid and enforceable insurance policies as described on the sample certificate of insurance attached to and incorporated by reference into this addendum.

- (a) All policies shall be specifically endorsed to provide that the coverage obtained by virtue of this Agreement will be primary and that any insurance carried by Client shall be in excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be cancelled or modified on less than thirty (30) days' prior written notice to Client and Davidson Hotel Company LLC d/b/a Davidson Hotels & Resorts, management agent ("Davidson").
- (b) Client and Davidson, including their respective owners, partners, managers, officers, directors, employees, agents, subsidiaries, affiliates and property managers shall be named additional insureds on all certificates of insurance. All policies will be specifically endorsed to provide that a waiver of subrogation applies in favor of the additional insureds.

### **Indemnification**

Staffing Company will indemnify, defend and hold harmless Client and Davidson and their directors, officers, employees, agents and affiliated partnerships or corporations under common control from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorneys' fees and litigation costs) imposed upon or incurred by Client and/or Davidson arising out of any of the following:

1. Staffing Company's failure to comply with applicable laws, regulations or orders;
2. Any negligent act or omission or intentional misconduct on the part of Staffing Company, its officers, employees (including assigned employees) or agents;
3. Breach of any obligation of Staffing Company contained in this Agreement;
4. Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against Client and/or Davidson by any of Staffing Company's employees or, in the event of death, by their personal representatives; or
5. Any liability of Client and/or Davidson under any federal or state law requiring notice to employees before termination or layoff from employment.

### **Duties and Responsibilities of Staffing Company**

- (a) As the employer, Staffing Company will (i) maintain all necessary personnel and payroll records for its employees; (ii) comply with all applicable federal, state and local laws governing employment; (iii) ensure that its employees are legally authorized to work in the United States; and (iv) screen all Staffing Company employees prior to hiring, including, to the extent allowed by applicable law, reference checks, 5 panel drug screens and criminal background checks for all positions.



- (b) The employees assigned to Client under this Agreement shall remain employees of Staffing Company. Employees of Staffing Company shall not be entitled to participate in any of Client's benefit plans, including but not limited to, pension, Section 401(k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, sick pay, paid time off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.

**Entire Agreement**

This Agreement shall constitute the entire agreement of the parties on this subject matter and shall supersede any previously executed agreements or oral understanding between the parties which relate to the subject matter of this Agreement. Amendments must be in writing and signed by authorized representatives of both parties. This Agreement shall be construed and governed according to the laws of the State in which Client's hotel is located, without regard to choice of law principles. Staffing Company shall not assign, delegate or subcontract its obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of August 9, 2019.

Acrobat Outsourcing,  
a wholly-owned subsidiary of  
The Service Companies, Inc.

Connell Hospitality LLC d/b/a  
Embassy Suites Berkeley Heights

By: Davidson Hotel Company LLC d/b/a  
Davidson Hotels & Resorts, management agent

DocuSigned by:  
By: HEATHER DAILEY  
Name: HEATHER DAILEY  
Title: Director of Sales

By: Thomas M Gresham  
Name: Thomas M Gresham  
Title: President