

# 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 Case de Montecristo located at 301 Route 10 East, Whippany, NJ 07981 ("CLIENT"), is made effective as of October 31<sup>st</sup>, 2019 and will continue for a period of 1 year until October 31<sup>st</sup>, 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
Prep Cooks	\$25.95 per hour
Line Cook	\$27.95 per hour
Grill Cook	\$27.95 per hour
Dishwasher	\$21.95 per hour
Servers	\$25.95 per hour
Bartenders	\$26.95 per hour

**\*STAFFING FIRM observes the following Holidays:**

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

**On these dates your normal bill rate will increase 1.5X.**

The 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.

**Affordable Care Act:** The STAFFING FIRM 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:** The 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 an Employee of STAFFING FIRM:** Should THE CLIENT wish to hire a STAFFING FIRM 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 employee of the STAFFING FIRM for at least 90 days with a minimum of 520 hours worked then THE CLIENT can hire the STAFFING FIRM's employee with a Conversion fee of \$0. THE CLIENT must notify the STAFFING FIRM if they decide to hire an employee.
2. THE CLIENT may hire any STAFFING FIRM employee working less than 90 Days and 520 hours after paying a Temporary-to-Hire Conversion fee to the STAFFING FIRM for each employee. The Temporary-to-Hire Conversion fee is \$5,000.

**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

Signature

Jason Williams

Printed Name

VP Human Resources

Title

11/1/2019

Date

STAFFING FIRM: ACROBAT OUTSOURCING

Signature

Printed Name

Title

Date

*Agreement Provided By: Heather Dailey*

THE SERVICE  
COMPANIES

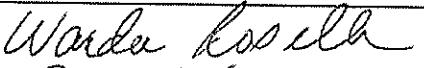
SERVICE. ABOVE ALL

Credit Application for a Business Account

Business Contact Information			
Title: <i>Wanda Rosella Secretary</i>			
Company name/DBA: <i>454 BLANCA, INC.</i>			
Phone: <i>973-434-6453</i>	Fax: <i>973-884-4712</i>	Email: <i>WANDA.Rosella@monolithgenetics.com</i>	
Registered company address: <i>301 Route 10 EAST</i>			
City: <i>Whippany</i>	State: <i>NT</i>	ZIP Code: <i>07981</i>	
Date business commenced: <i>10/10/1995</i>			
Sole proprietorship:	Partnership:	Corporation: <input checked="" type="checkbox"/>	Other:
Business and Credit Information			
Primary business address: <i>SAME AS ABOVE</i>			
City: <i></i>		State: <i></i>	ZIP Code: <i></i>
How long at current address? <i>24 years</i>			
Telephone: <i></i>	Fax: <i></i>	E-mail: <i></i>	
Bank name: <i>TD BANK</i>			
Bank address: <i>324 Speedwood Ave.</i>		Phone: <i>973-538-8479</i>	
City: <i>Morris Plains NJ 07950</i>		State: <i>NT</i>	ZIP Code: <i>07981</i>
Type of account:	Account number <i>7857439967 800 JR cigar</i>		
Savings			
Checking <input checked="" type="checkbox"/>			
Other			
Business/Trade References			
Company name: <i>WB MASON</i>			
Address: <i></i>			
City: <i>Boston</i>		State: <i>Mass</i>	ZIP Code: <i>02298</i>
Phone: <i>201-230-2712</i>	Fax: <i>877-348-2591</i>	E-mail: <i></i>	
Type of account: <i></i>			
Company name: <i>King Vending</i>			
Address: <i>140 Hammer Rd.</i>			
City: <i>Flemington</i>		State: <i>NT</i>	ZIP Code: <i>08822</i>
Phone: <i>908-996-2943</i>	Fax: <i>908-996-6790</i>	E-mail: <i></i>	
Type of account: <i></i>			
Agreement			
<ol style="list-style-type: none"> <li>1. All invoices are to be paid 30 days from the date of the invoice.</li> <li>2. Claims arising from invoices must be made within seven working days.</li> </ol>			

3. By submitting this application, you authorize The Service Companies to make inquiries into the banking and business/trade references that you have supplied.

Signatures

 Title: SECRETARY Date: 11/1/2019	 Title: Date:
--	---------------------

Credit Application for a Business Account

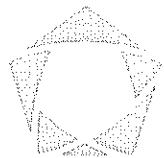
Business Contact Information			
Title: <i>Wanda Rosella, Secretary</i> Company name/DBA: <i>454 BLANCA, INC.</i> Phone: <i>973-494-6453</i> Fax: <i>973-884-4712</i> Email: <i>WANDA.ROSELLA@HOTMAIL.COM</i>			
Registered company address: <i>301 Route 10 EAST</i> City: <i>Whippany</i> State: <i>NJ</i> ZIP Code: <i>07981</i> Date business commenced: <i>10/16/1995</i>			
Sole proprietorship:	Partnership:	Corporation:	Other:
Business and Credit Information			
Primary business address: <i>SAME AS ABOVE</i> City: _____ State: _____ ZIP Code: _____ How long at current address? <i>24 years</i>			
Telephone:	Fax:	E-mail:	
Bank name: <i>78 BANK</i> Bank address: <i>324 Speedwell Ave.</i> Phone: <i>973-538-8479</i> City: <i>Morris Plains NJ 07950</i> State: <i>NJ</i> ZIP Code: <i>07981</i>			
Type of account:	Account number <i>7857439967</i> 800 JR Cigar		
Savings			
Checking <input checked="" type="checkbox"/>			
Other			
Business/Trade References			
Company name: <i>WB MASON</i> Address: _____ City: <i>Boston</i> State: <i>Mass</i> ZIP Code: <i>02298</i> Phone: <i>201-230-2712</i> Fax: <i>877-348-2591</i> E-mail: _____			
Type of account: _____ Company name: <i>King Vending</i> Address: <i>140 Hammer Rd.</i> City: <i>Flemington</i> State: <i>NJ</i> ZIP Code: <i>08822</i> Phone: <i>908-996-2943</i> Fax: <i>908-996-6790</i> E-mail: _____			
Type of account: _____ <b>Agreement</b> 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 The Service Companies to make inquiries into the banking and business/trade references that you have supplied.

**Signatures**

Wanda Kosell  
Title: SECRETARY  
Date: 11/1/2019

Title:  
Date:



# THE SERVICE COMPANIES

## New Client Info Form

Date: November 1, 2019

### COMPANY INFORMATION:

Company Name: Casa de Montecristo Inc Website: Casademontecristo.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:  
Casa de Montecristo 301 Route 10 East, Whippany, NJ 07981. Casa Blanca restaurant

---

---

---

---

---

Are there parking options? Yes

---

### 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 Prep Cook

---

Uniform or Attire:

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

Black pants/Black top

---

---

---

---

---

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: Christopher Ferrara Position: Market Manager

Phone: 201-261-7988 Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: 301 Route 10 East, Whippany, NJ Zip: 07981

Email: Christopher.Ferrara@casademontecristo.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: \_\_\_\_\_ 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: \_\_\_\_\_