

## THE SERVICE COMPANIES

### The Service Companies Services Agreement Marriott

This agreement between Acrbat 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 Delta Hotels Woodbridge located at 515 US Highway 1 South, Iselin, New Jersey 08830 ("CLIENT"), is made effective as of January 9<sup>th</sup>, 2020 and will continue for a period of 1 year until January 9<sup>th</sup>, 2021. 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, 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	Employee Hourly Pay Rate + 55% Mark-Up
Housekeeping Staff	Employee Hourly Pay Rate +45% Mark-Up
<b><i>*The STAFFING FIRM observes the following Holidays:</i></b> New Year's Day                      Labor Day Easter Sunday                      Thanksgiving Day Memorial Day                      Christmas Day Independence Day <b><i>On these dates your normal bill rate will increase 1.5X.</i></b>	

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 (ACA):** The STAFFING FIRM offers medical benefits to all qualified temporary employees in compliance with The Affordable Care Act. You will be assessed a minimum ACA surcharge for every hour worked. This rate can vary and is currently \$.25 per hour.

**Four-hour Minimum:** We require a four-hour minimum workday. If an employee is scheduled to work a minimum of four hours in one day and the employee is sent home in less than four hours due to a lack of work, the employee will be paid for four hours and THE CLIENT will be billed for four 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 four hour minimum will be applied, and THE CLIENT will be billed for four 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

4. 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 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 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 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 \$2,500.

**Payment Terms:** Qualified CLIENTS who provide good credit references 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.

## CONTACTS

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

Printed Name: Jordan Lemer Position: Executive Chef  
Phone: 732-510 2107 Cell: 918 420 7574 Fax: \_\_\_\_\_  
Address: 515 Park 2 South City: Essex Zip: 08830  
Email: Jordan Lemer @ Marriott.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: Michael Rodriguez Position: Executive Sous Chef  
Phone: 732-925-4170 Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: Michael Rodriguez @ Marriott.com



# THE SERVICE COMPANIES

## New Client Info Form

Date: 1-12-20

### COMPANY INFORMATION:

Company Name: Delta Hotel by Marriott Woodbridge Website: \_\_\_\_\_

Type of Company:

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

### LOCATION

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

Delta Hotel by Marriott Woodbridge  
515 Route 1 South, Essex MS 38830  
See chef for check in

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 COOKS

Uniform or Attire:

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

Chef Coat, black pants, hat, knives, non-slip shoes

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

Same as above

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.

Delta Hotel by Marriott Worldwide  
CLIENT

Signature

Printed Name

Title

Date

STAFFING FIRM: ACROBAT OUTSOURCING

Signature

Printed Name

Title

Date

Agreement Provided By: Heather Dailey

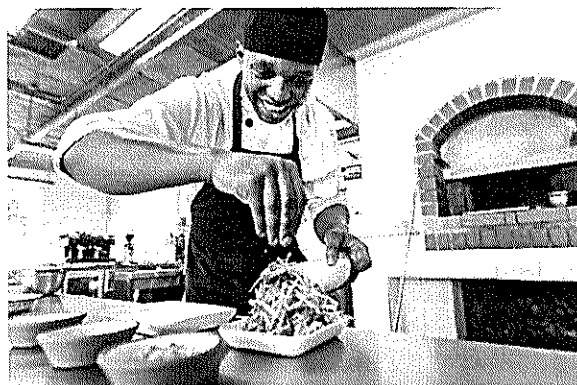


ACROBAT OUTSOURCING  
TSC GROUP

## CHARGE RATES

### Positions:

Dishwasher	\$20.15
Prep Cook	\$23.25
Grill Cook	\$24.80
Line Cook	\$24.80
Lead Cook	\$27.90
Server	\$21.70
Captain	\$29.45
Bartender	\$23.25
Busser	\$20.93



### Contact:

Debbie McKee  
165 Main Street  
Woodbridge, NJ 07095

Office: 732-993-7235  
Emergency: 800-236-2276 x2207  
[hsnj@theservicecompanies.com](mailto:hsnj@theservicecompanies.com)  
[www.theservicecompanies.com](http://www.theservicecompanies.com)