



THE SERVICE COMPANIES

TSC Hospitality Services Services Agreement

This agreement (this "Agreement") between TSC Hospitality Services, a wholly-owned subsidiary of The Service Companies, Inc., with its principle office located at 2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027 ("TSC"), The Actors Fund Home located at 155-175 W. Hudson Avenue, Englewood, NJ 07631 ("CLIENT"), is made effective as of March 25, 2020 and will continue for a period of 1 year until March 25, 2021. This contract will automatically renew after 1 year, if no notice is given.

Staffing Services: TSC will assign certain of its employees ("TSC employees") with the skills CLIENT requests, to do CLIENT's work under CLIENT's operational supervision.

Bill Rates: TSC's 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:	\$26.95 per hour								
Bartender:	\$26.95 per hour								
Captain:	\$30.95 per hour								
Dish/Utility:	\$23.95 per hour								
Prep Cook:	\$26.95 per hour								
Grill/Line Cook:	\$27.95 per hour								
<p><i>*TSC observes the following Holidays:</i></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><i>On these dates your normal bill rate will increase 1.5X.</i></p>		New Year's Day	Labor Day	Easter Sunday	Thanksgiving Day	Memorial Day	Christmas Day	Independence Day	
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Memorial Day	Christmas Day								
Independence Day									

TSC may, on occasion, increase the rates set forth above in proportion to any legally-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 increase or any new or increased cost associated with the passage of a federal or state or local law mandating any benefits for employees. Rates not agreed to for a stated term may be prospectively changed by TSC upon notice to CLIENT. Any sales, use, value added, or similar taxes that apply to sales to CLIENT will be added to CLIENT's invoices as a separate item.

Affordable Care Act: TSC offers medical benefits to all eligible temporary employees in compliance with the Patient Protection and Affordable Care Act ("ACA"). 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: TSC requires 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 CLIENT will be billed for five hours. **Show-up:** In the event CLIENT cancels 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 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.

Overtime: All overtime worked by TSC employees will be paid to employees as required by federal, state and local statutes. Principal agrees to pay Contractor overtime rates for the performance of overtime work to the extent that a TSC employee's work on assignment to CLIENT, taken alone, would legally require premium overtime pay and CLIENT has scheduled, requested or approved the TSC employee to work those hours. The rate for overtime hours will be the same multiple of the Straight Time bill rate as TSC is required to apply to the TSC employee's pay rate. For purposes of this Agreement, "Straight Time" is defined under the Fair Labor Standards Act.

Guarantee: TSC guarantees that the assigned employees that they recruit and assign to CLIENT will reasonably meet the qualifications CLIENT requests. If CLIENT finds any assigned employee's qualifications or general work-related behavior lacking and notifies TSC know within one (1) hour, TSC will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately. This shall be CLIENT's sole remedy with respect to CLIENT's dissatisfaction with a TSC employee's qualifications or performance.

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

Payment Terms: Qualified CLIENTS who provide good credit references to TSC 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.

<p><u><i>[Signature]</i></u> CLIENT</p> <p><u><i>[Signature]</i></u> Signature</p> <p><u>JORDAN S. STROT</u> Printed Name</p> <p><u>ADMINISTRATOR</u> Title</p> <p><u>3/25/2020</u> Date</p>	<p><u>TSC: TSC HOSPITALITY SERVICES</u> DocuSigned by:</p> <p><u><i>Patricia Fonseca</i></u> Signature</p> <p><u>Patricia Fonseca</u> Printed Name</p> <p><u>CFO</u> Title</p> <p><u>3/25/2020</u> Date</p>
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Agreement Provided By: Heather Dailey



THE SERVICE
COMPANIES

New Client Info Form

COMPANY INFORMATION:

Company Name: ACTORS FUND HOME Website: _____

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:

ACTORS FUND HOME
155 W. HUDSON AVE
ENGLEWOOD, NJ 07631

Are there parking options? Free

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 _____

Uniform or Attire:

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

Cook's Uniform

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

Cook's Uniform

CONTACTS

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

Printed Name: Ruben Oscar Position: Cook

Phone: _____ Cell: 973 930-6306 Fax: _____

Address: 155 W. Hudson Ave City: Englewood Zip: 07631

Email: Roscar@actorsfund.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: Jordan Strohl Position: Administrator

Phone: _____ Cell: (201) 906-6392 Fax: _____

Email: jstrohl@actorsfund.org