



## THE SERVICE COMPANIES

### The Service Companies Services Agreement Temporary Staffing

This agreement ( this "Agreement") between **The Service Companies, Inc.**, with its principal office located at **2900 Monarch Lakes Boulevard, Suite 202, Miramar, FL 33027 ("TSC")**, and **The Club at Ruby Hill**, located at **3400 W. Ruby Hill Dr. Pleasanton Ca. 94566**, is made effective as of June 02, 2021 and will continue for a period of 1 year until June 02, 2022. This Agreement will automatically renew after 1 year, for subsequent 1-year renewal terms, if no notice to the contrary is given by either party.

**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 federal, state and local law -- 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	Hourly Bill Rate
Server	Server \$35.20
Prep Cook	Prep Cook \$ 36.80
Line Cook	Line Cook \$40.00
Bartender (no tips)	Bartender (no tips) \$40.00
Dish Rate	Dish Rate \$35.20
<b>*TSC observes the following Holidays:</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>	

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. In any event, on occasion, rates 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.

Paid sick time will be billed back to CLIENT at the straight-time bill rate for all hours taken by any TSC employee in any jurisdiction that has passed or will pass paid sick time legislation.

**Hiring an Employee of TSC:** Should CLIENT wish to hire a TSC employee as a permanent employee of CLIENT, conversion fees and/or hiring fees will apply. Hiring options include:

1. If CLIENT maintains the employee as an employee of TSC for at least 180 days with a minimum of 1040 hours worked then CLIENT can hire the TSC employee with a Conversion fee of \$0. CLIENT must notify TSC if CLIENT decides to hire an employee.

2. CLIENT may hire any TSC employee that has worked less than 180 Days and 1040 hours after paying a Temporary-to-Hire Conversion fee to TSC for each such employee. The Temporary-to-Hire Conversion fee is \$6,500.


**Payment Terms:** All invoices are due upon receipt of the invoice. CLIENT will pay invoices without any offset or deduction.

**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. CLIENT will pay TSC all of the reasonable expenses, costs and fees TSC incurs to collect overdue invoice payments from CLIENT.

CLIENT will promptly notify TSC of any disputed item, and TSC will work with CLIENT to resolve such item. If any portion of any invoice is disputed, CLIENT shall pay the undisputed portion as the parties attempt to resolve any disputed amounts. Invoices that are undisputed by CLIENT for more than 30 days after the invoice date will be deemed correct.

**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 this Agreement, either party may terminate this Agreement upon 24 hours written notice. Obligations incurred by the parties hereunder prior to termination of this Agreement shall survive such termination. No provision of this Agreement may be amended or waived unless agreed to in a 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.

Ruby Hill  
\_\_\_\_\_  
CLIENT  
  
\_\_\_\_\_  
Signature  
Andrew Jackson  
\_\_\_\_\_  
Printed Name  
GM  
\_\_\_\_\_  
Title  
G-2-21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
TSC: THE SERVICE COMPANIES  
  
\_\_\_\_\_  
Signature  
Teresa Obach  
\_\_\_\_\_  
Printed Name  
Director of Business Development  
\_\_\_\_\_  
Title  
6/2/2021  
\_\_\_\_\_  
Date