

**EXHIBIT A**  
**HOTEL PARTICIPATION**  
**LEASED LABOR SERVICES AGREEMENT**  
**SCOPE OF WORK**

THIS SOW forms part of the Services Agreement by and between the parties set forth below (defined as "**Provider**" and "**Hotel**"). Provider and Hotel are collectively the "**Parties**" and individually, a "**Party**".

<b>Provider</b>	The Service Companies located at 2900 Monarch Lakes Boulevard - Suite 202, Miramar, FL 33027
<b>Hotel</b>	Hotel del Coronado, LP doing business as Hotel del Coronado
<b>Premises</b>	1500 Orange Avenue Coronado, CA 92118
<b>Effective Date</b>	November 23, 2021
<b>Term</b>	The term of this Agreement will be for_ (1) years(s), beginning on the Effective Date and ending on November 22 <sup>nd</sup> , 2022 . Thereafter, the Agreement will be considered to be on a month to month basis unless otherwise specified. All renewals must be on a month to month basis.
<b>Primary contact for Provider</b>	Provider shall appoint a representative who shall supervise and coordinate the performance of the Services and has the authority to bind the Provider. Such person is:  Brigitte Tribble  2900 Monarch Lakes Boulevard - Suite 202, Miramar, FL 33027  305-681-8804
<b>Primary contact for Hotel</b>	D. Bradley McPherson Director, Human Resources 1500 Orange Ave. Coronado, CA. 92118

**1. Description of the Services ("Services"):**

- a. **Engagement.** Hotel engages Provider to provide temporary labor (the "**Workers**") to the Premises to perform the Services described below or as otherwise communicated by Hotel to Provider from time to time. Provider will provide Workers who are able to perform the Services required under this Agreement on a professional basis, and supervisory personnel to oversee all work of the Workers. Provider will be responsible for ensuring transportation of any Worker to the Premises. Provider will also be responsible for all training of its workers to ensure that they are competent to perform the Services.
- b. **Description of Services:** The specific description of services will be provided to Provider from time to time by Hotel.
- c. **Number and type of Workers Required:**
  - i. The Provider will decide the number and type of Workers required based upon the Description of Services. Attached as Attachment 1 is the list of positions provided by the Provider and the number of Workers Provider recommends as necessary to provide the Services.
  - ii. If Hotel contacts Provider at least thirty (30) days before a required start date, Provider guarantees the availability of the qualified Workers. If Hotel has an emergency or last-minute requirement for additional Services, Provider will respond promptly to assign a sufficient number of Workers to Hotel.
- d. **Provider employment of Workers:** Provider will be responsible for all aspects of employing the Workers and will ensure that the Workers acknowledge that they are employees of the Provider and not of Hotel or Hilton. Provider is solely responsible for compliance with all laws with respect to its business and the employment of the Workers. At Hotel's request, Provider will certify in writing from time to time that it is in compliance with all laws, rules and regulations. Provider certifies that it is an Equal Opportunity Employer. Provider's responsibilities include:

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- i. recruit, screen, interview, select, hire, train, and assign to Hotel the Workers

- ii. pay the wages, overtime, and benefits to Workers;
- iii. directly supervise the work of and exercise human resources (non-operational) supervision of the Workers;
- iv. handle all related employment law disclosures and maintenance of payroll records;
- v. withhold, remit and report payroll taxes and workers' compensation relating to the Workers;
- vi. obtain and administer temporary personnel's 1-9 documentation and verification of employment eligibility under applicable legal requirements and restrictions (including the Immigration Reform and Control Act of 1986, as amended); and
- vii. conduct criminal background checks as are common in the industry, designed to ensure the safety and security of persons and property on the Premises and as are agreed in writing by Hotel.

- e. **Conduct of Workers.** Provider will ensure Workers appear and conduct themselves while on the Premises in a professional manner and to not interfere with the guests or business of the Hotel. Provider, as employer of record, will be responsible for the hiring, disciplinary action including termination, or reward of all Workers. Provider will not offer to Hotel any Workers previously removed from the Hotel.

If Hotel notifies Provider that it is unsatisfied with Provider's performance of any Services, Provider shall not bill Hotel for the work associated with such unsatisfactory performance.

2. **Fees and Payments:** Hotel will pay Provider rates as follows.

- a. **Bill Rate-** Bill rates are as follows-

Provider positions available	Bill Rate
Dishwasher	\$ 32.92
Cook	\$ 34.90
Busperson	\$ 36.30

- b. The Parties may revise or add to *the* Rates upon written agreement by an authorized officer of Hotel and Provider.
- c. Straight time rates are billed for all hours worked. Overtime is paid for all hours worked in excess of 40 hours per week. Provider will not be compensated for overtime hours unless approved by Hotel in writing in advance. Payment by Hotel of overtime rates only apply with respect with respect to Overtime worked for Hotel. Provider is fully responsible for calculating and paying any Overtime for Workers who may earn Overtime due to cumulative work for multiple hotels/customers.
- d. Rates are inclusive of (i) all payroll costs, including employer overhead and fringe costs, (ii) any overtime due by Provider as employer, (iii) all administrative costs such as screening, background checks and training time; and (iv) all costs to comply with the onsite supervision requirements of this Agreement.
- e. Rates are exclusive of any applicable sales taxes and other taxes, which will show as a separate line item on the invoice.
- f. Overtime: Calculated as straight pay multiplied by state overtime law.
- g. Expenses: Provider will bear the cost of all expenses incurred by Provider in connection with providing the Services or otherwise. In the event that Hotel agrees to reimburse Provider, Hotel must approve all such expenses in advance and in writing and/or Provider comply with Hotel's expense and travel policies as they may change from time to time. Expenses not in compliance with this section will not be reimbursable.

3. **Payment Terms:**

- a. Provider will provide Hotel with an invoice (in writing or electronically as the parties may agree) with specificity and details as Hotel may require. Such invoice will, at a minimum, identify the Worker, break down the number of hours or partial hours per person and per task, the reimbursable expenses (on a line item basis) (if applicable). The invoice will also include the total amount of fees charged by Provider to date and a comparison of fees as against budget. Hotel will pay undisputed charges from the invoice within thirty (30) days of its receipt of the invoice.
- b. No Fee Unless Engagement. Hotel will not be obligated to pay any fee or other reimbursement or compensation to Provider until and unless Worker commences to perform Services for the Hotel.

4. **Additional Provisions:** Parties agree to the following additional provisions:

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- a. **Non-Exclusivity.** Provider (on its own behalf and for its contractors, agents and employees) acknowledges and agrees that this Agreement is a non-exclusive agreement and that Hotel may deal with any other persons or entities with respect to the subject matter of this Agreement at any time. Subject to full compliance with Section 1.c.ii and all other requirements of this Agreement, Provider shall have the right to choose the specific Workers to perform the Services, to replace assigned Workers with other properly trained and qualified Workers, and to choose in its discretion to schedule Workers assigned to Hotel to work for other clients of Provider.
- b. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, Provider will not, directly or indirectly, solicit, divert or hire away (or attempt to solicit, divert, or hire away) to or for itself or any third party, any employee of Hotel whether or not such employee is full-time, part-time, or temporary, whether or not such employment is pursuant to a written agreement and whether or not such employment is for a determined period or terminable at will.
- c. **Entire Agreement.** This Agreement and Exhibits constitutes the Entire Agreement. Any scope of work or proposal provided by Provider and/or any language in purchase orders or invoices (whether or not attached to this Agreement) is specifically superseded so that the terms of this Agreement will prevail.
- e. **Transition.** Upon the expiration or termination of this Agreement or any assignment of a Worker, Provider will return (and assure that its Worker return) to Hotel all documents, equipment and materials belonging to Hotel and certify that all has been returned. Hotel will only pay for services actually provided prior to the date of termination or expiration.
- f. **Cooperation.** In the event that a Worker is involved in a claim by a third party (guest, invitee) or Hotel Employee, Provider agrees to cooperate and assist in any investigation of such.

5. **Conversion Schedule:** In the event that Hotel wishes to convert a Worker to a Hotel employee, Hotel will pay to Provider a conversion fee as follows:

**No Fee:** after the earlier of (i) six (6) months from the date the Worker is first placed through Provider, or (ii) the Worker provides nine hundred and sixty (960) hours of services for Hotel under this Agreement. Otherwise, if the Worker has been placed less than six (6) months, the Hotel will pay a Fee as follows:

Hours Worked by Worker on Provider's Payroll	Conversion Fee (based on total annual compensation)**
901-960 hours	50%
801-900 hours	60%
701-800 hours	70%
601-700 hours	80%
501-600 hours	90%
1-500 hours	100%

**EXHIBIT B**  
**HOTEL LEVEL SERVICES AGREEMENT**  
**VENDOR INSURANCE REQUIREMENTS**

At Provider's expense, Provider shall maintain insurance coverage of the following types continuously throughout the Term of this Agreement or during any period work is performed relating to this Agreement:

- (a) Occupational Injury Scheme (Worker's Compensation insurance) as required by local laws and regulations, and Employers' Liability insurance with a limit not less than US\$ 1,000,000 each accident for bodily injury, US\$ 1,000,000 each employee for bodily injury by disease, and US\$ 1,000,000 policy limit for disease.
- (b) General (Public) Liability insurance with a limit not less than US\$ 2,000,000 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, advertising injury and liability assumed under an insured contract. Hotel and Hilton (including their respective parent, subsidiary and/or affiliate entities and each of their respective officers, directors and employees) shall be included as additional insured on this policy.
- (c) If Provider's performance of the Services requires or involves the use of an auto on Premises, Provider shall carry 3<sup>rd</sup> Party Motor Vehicle insurance with a limit not less than US\$ 1,000,000 each accident covering owned, scheduled, leased, hired or other autos. Hotel and Hilton (including their respective parent, subsidiary and/or affiliate entities and each of their respective officers, directors and employees) shall be included as additional insured on this policy.
- (d) Professional Liability insurance with a limit of not less than US\$ 1,000,000, including Errors And Omissions or equivalent coverage for liability arising out of media activities, as well as coverage for intellectual property infringement, defamation, misleading and deceptive conduct, and claims arising out of Provider's negligent or willful errors or omissions during the performance of the services. Such insurance shall also include coverage for reasonable attorneys' fees and investigation costs.
- (e) At its option, Provider may purchase insurance to cover its personal property, including its tools and equipment. In no event shall Hotel be liable for any damage to or loss of personal property sustained by Provider, whether or not it is insured.
- (f) The insurance required above may be satisfied by any combination of primary, umbrella and/or excess insurance policies.

Provider's insurance shall apply as primary to any other insurance or self-insurance available to Hotel. Provider waives on behalf of itself and its insurers all rights of subrogation against Hotel and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Provider's insurance regardless of any deductibles. Insurance companies affording the coverage required above shall have an A.M. Best rating of not less than A / VII or any equivalent/similar grade applicable in the jurisdiction in which the Services are provided. Failure to maintain the required insurance may result in termination of this Agreement at Hotel's option. By requiring insurance herein, Hotel does not represent that coverage and limits will be adequate to protect Provider. The requirements contained herein shall not be construed in any manner to relieve or limit Provider's indemnification obligations for any loss or claim arising out of this Agreement.

Prior to the execution date of this Agreement or commencement of any activity contemplated under this Agreement, whichever is earlier, Provider shall furnish Hotel with certificate of insurance providing evidence of compliance with the above requirements. Written notice shall be delivered to Hotel thirty days prior to any Provider-made cancellation or material change of any insurance policy relevant to this Agreement or in accordance with policy provisions if such cancellation or material change is made by insurer.

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THE PARTIES:

The Service Companies, Inc.

Hotel

Hotel Owner Name: Hotel del Coronado, LP  
(fill in Legal Entity Name of party to Hilton Management Agreement above)

d/b/a Hotel Name: Hotel del Coronado

By: Curio Management, LLC, its Managing Agent  
(fill in Management Entity Name above that is a party to the Hilton Management Agreement)

Signed: *Brigitte Tribble*

Signed *D. Bradley McPherson*

Name Brigitte Tribble

Name (Print): D. Bradley McPherson

Position Title SVP Hospitality Services

Position Title: Director, Human Resources for Hotel and Authorized Representative of Managing Agent

Dated: November 23, 2021

Dated: November 19, 2021