



# THE SERVICE COMPANIES

## The Service Companies Services Agreement

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 **Season Bay LLC**, located at **6524 Old National Hwy. Suite 101 Atlanta, GA (“CLIENT”)**, is made effective as of October 19, 2023 and will continue for a period of 1 year until October 18, 2024. 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	Bill Rate Per Hour								
Server	\$25.50								
Bartender	\$25.50								
Dishwasher	\$24.00								
Prep Cook	\$25.50								
Grill Cook	\$27.00								
<p><b>*TSC observes the following Holidays:</b></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><b><i>On these dates your normal bill rate will increase 1.5X.</i></b></p>		New Year’s Day	Labor Day	Easter Sunday	Thanksgiving Day	Memorial Day	Christmas Day	Independence Day	
New Year’s Day	Labor Day								
Easter Sunday	Thanksgiving Day								
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. 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.

**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 3% 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 will send CLIENT a timesheet and an electronic link to report employee hours with every job staffed, which will be provided to CLIENT by local staffing manager. These timesheets 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 timesheet requires the staff, as well as the client to input hours worked to ensure the validity of the recorded time by all parties. Each week, when jobs are finished, TSC will email CLIENT reminders to submit hours electronically. CLIENT electronic timesheets are due no later than Monday at 4:00 PM. If TSC does not receive CLIENT timesheets with hours worked by the time timesheets are due, TSC will pay employees as scheduled and bill CLIENT the same.

**Employee Breaks; Safety:** CLIENT shall comply with applicable employee break laws with respect to TSC

employees assigned to CLIENT. CLIENT shall maintain a safe, healthy, and legal workplace for TSC employees in accordance with the OSHA, including all safety and site specific training (including exposure to hazardous substances), provide TSC employees with all required personal protective equipment, record on CLIENT's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of TSC employees and comply with all other OSHA recordkeeping responsibilities applicable to TSC employees, and notify TSC immediately of any OSHA inspection or request for information.

**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.**

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CLIENT



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Signature

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TSC: THE SERVICE COMPANIES



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Signature

Brigitte Tribble

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THE SERVICE  
COMPANIES  
New Client Info Form

Printed Name  
OSHANE MORGAN

Title  
10/23/2023

Date

Printed Name  
SVP Hospitality Services

Title  
10/23/2023

Date

COMPANY INFORMATION:

Company Name: \_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there parking options? \_\_\_\_\_

## 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?

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## CONTACTS

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

Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

### 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: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: EDDDEBB826EC4B8A9B9E6AD853D88D1C

Status: Completed

Subject: Complete with DocuSign: Season Bay LLC Service Agreement.docx

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Brigitte Tribble

AutoNav: Enabled

2900 Monarch Lakes Blvd, Suite 202

Envelope Stamping: Enabled

Miramar, FL 33027

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

brigitte.tribble@theservicecompanies.com

IP Address: 71.128.15.251

**Record Tracking**

Status: Original

Holder: Brigitte Tribble

Location: DocuSign

10/23/2023 1:16:10 PM

brigitte.tribble@theservicecompanies.com

**Signer Events****Signature****Timestamp**

OSHA NE MORGAN

seasonbayllc@gmail.com

Security Level: Email, Account Authentication  
(None)

Sent: 10/23/2023 1:17:52 PM

Viewed: 10/23/2023 1:22:55 PM

Signed: 10/23/2023 1:23:16 PM

Signature Adoption: Drawn on Device

Using IP Address: 73.43.63.15

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 10/23/2023 1:22:55 PM

ID: ee25ae58-83e2-48d1-bbb8-ab1a006348cd

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/23/2023 1:17:52 PM

Certified Delivered

Security Checked

10/23/2023 1:22:55 PM

Signing Complete

Security Checked

10/23/2023 1:23:16 PM

Completed

Security Checked

10/23/2023 1:23:16 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, The Service Companies Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact The Service Companies Inc:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [christina.kendrix@theservicecompanies.com](mailto:christina.kendrix@theservicecompanies.com)

### **To advise The Service Companies Inc of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us

at [christina.kendrix@theservicecompanies.com](mailto:christina.kendrix@theservicecompanies.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from The Service Companies Inc**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email

to [christina.kendrix@theservicecompanies.com](mailto:christina.kendrix@theservicecompanies.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with The Service Companies Inc**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [christina.kendrix@theservicecompanies.com](mailto:christina.kendrix@theservicecompanies.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Service Companies Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Service Companies Inc during the course of your relationship with The Service Companies Inc.