

## Acrobat Outsourcing Services Agreement

This **Acrobat** agreement between Acrobat Outsourcing, with its  
outsourcing principal office located at 665 3<sup>rd</sup> Street, Suite 415,  
San Francisco, CA 94107 ("STAFFING FIRM"), and Tortilla Industry Association ("CLIENT") for the  
event  
on  
May 16th - May 19th, 2016 at Harrah's Resort, S Resort Drive, Valley Center, CA 92082.

**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, San Francisco sick leave, 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
Event Help	\$19.95

Acrobat 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:** Beginning in January 2015, Acrobat Outsourcing will be offering medical benefits to all qualified temporary employees in compliance with The Affordable Care Act. You will be assessed a minimal % ACA surcharge on every invoice. This rate can vary and is currently 1% of the invoice amount.

**Five-hour Minimum:** We require 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 THE CLIENT will be billed for five 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 five hour minimum will be applied, and THE 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 7 days 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.

**Guarantee:** Acrobat Outsourcing guarantees that the assigned employees that the 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 Acrobat know within one (1) hour, Acrobat will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately.



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

1. THE CLIENT maintains the employee as an Acrobat employee for at least 90 days with a minimum of 520 hours worked.
2. THE CLIENT may hire any Acrobat employee working less than 90 Days and 520 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each employee. Acrobat will assess a fee based on the number of days remaining in the original 90-day commitment.
3. If the employee is a candidate for immediate hire, Acrobat will assess a Direct Hire fee.

**Payment Terms:**

A 50% deposit in the form of a company check will be mailed and received prior to the event. The remaining balance will be made in the form of a company check overnighted to Acrobat Outsourcing on the last day of the event upon completion of the timesheet. 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.

*JIC*

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.

Torville Indus. Assoc.

CLIENT

NH

Signature

JIM KARBANI

Printed Name

CEO

Title

5/6/16

Date

STAFFING FIRM: ACROBAT OUTSOURCING

Signature

Printed Name

Title

Date

Ambrose

Alicia Ambrose

Client Services Mgr.

5/11/16



New

Date:

## Client Info Form

5/4/16

### COMPANY INFORMATION:

Company Name:

Acrobat

Website: www.tortilla-info.com

Type of Company:

Tortilla Industry Association

☒ Association

☒ 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:

Harrah's Southern California, Event Center Foyer

777 Harrah's Rincon Way

Valley Center, CA 92082

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?

We will provide polo shirts, we request neutral bottoms  
& shoes

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

## CONTACTS

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

Printed Name: Alex Springer Position: Meeting Planner

Phone: 800-944-6099 Cell: 484-905-2581 Fax: 800-944-6177

Address: 1400 N 14th Street City: Arlington Zip: VA 22209

Email: info @ tortilla - info . 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: Jim Kabhani Position: CEO

Phone: 800-944-6099 Cell: 703-819-9550 Fax: 800-944-6177

Address: 1400 N 14th Street City: Arlington Zip: VA 22209

Email: jkabhani @ tortilla - info . com

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