



General Staffing Agreement

DrakeStaffing LLC, with its principal office located 2033 Monroe Dr. Suite B, Atlanta Ga 30324 ("STAFFING FIRM"), and Affairs to Remember Caterers, with its principal office located at 2316 DeFoor Hills Rd. Atlanta Ga 30318 ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM Duties and Responsibilities

1. STAFFING FIRM will:
 - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described in this agreement under CLIENT's supervision at the locations specified in this agreement;
 - b. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees; and require Assigned Employees to sign confidentiality agreements before they begin their assignments to CLIENT.

CLIENT Duties and Responsibilities

2. CLIENT will:
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property; properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM.
 - b. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site; and not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth in this agreement. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. CLIENT agrees, for invoice amounts more than 60 days unpaid a 1% late fee charge will be added to the bill rate and this late fee will continue to be added every additional 30 days the invoice remains unpaid.
4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

5. CLIENT will not, without prior written consent of STAFFING FIRM, hire nor transfer STAFFING FIRM'S employees, interfere with the employment relationship between STAFFING FIRM and its employees, or directly or indirectly cause a STAFFING FIRM'S employee to transfer to another staffing service. If CLIENT violates the provision above before the agreed upon billable hours have been performed, CLIENT will pay STAFFING FIRM a conversion fee as follows: (A – B) x C

A = 90 Days worked is agreed upon between CLIENT and STAFFING FIRM before an employee can be converted without penalty

B = 90 consecutive days actually worked for the CLIENT by the employee

C = There will be a 4 hour minimum on all jobs requested by client.

Confidential Information

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Indemnification and Limitation of Liability

7. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, family and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM'S or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
8. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM'S and its parent, subsidiaries, directors, officers, agents, representatives, family and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

Miscellaneous

10. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
11. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

<u>Bill Rate/Job Description</u>	<u>Pay Rate/Job Description</u>
<u>All Chef's and cooks will be billed at \$15.50 per hour</u>	
<u>All Bartenders, Banquet servers, and Administrative will be billed at \$15.50 per hour</u>	
<u>All general housekeepers, roundsman and dishwashers will be billed at \$12.00 per hour</u>	

CLIENT	AFFAIRS TO REMEMBER	DRAKE STAFFING
Signature		Signature
Printed Name		Printed Name Greg Price
Title		Title C.E.O.
Date	12/03/2010	Date 12/03/2010



DIRECTIONS

AFFAIRS TO REMEMBER CATERERS

2316 DeFoor Hills R
Atlanta, GA 30318
404-872-7859

From I75 North

- Howell Mill Rd Exit (252B) making a right turn
- Go 2/10ths of a mile and turn left at Collier Rd
 - Go 9/10ths of a mile to DeFoor Avenue
- Cross over DeFoor Avenue and continue an additional 2/10ths of a mile
 - Take the first right, which is DeFoor Hills Rd
- Bear left at the fork and continue 6/10ths of a mile to the end of the cul de sac
 - Arrive at Affairs to Remember Caterers, Inc. on the left

From I75 South

- Howell Mill Rd Exit (252B) making a left turn (back over the interstate)
 - Go 2/10ths of a mile and turn left at Collier Rd
 - Go 9/10ths of a mile to DeFoor Avenue
- Cross over DeFoor Avenue and continue an additional 2/10ths of a mile
 - Take the first right, which is DeFoor Hills Rd
- Bear left at the fork and continue 6/10ths of a mile to the end of the cul de sac
 - Arrive at Affairs to Remember Caterers, Inc. on the left

Ron Lazarus - Owner
Patrick Cuccaro - GM

Colonnade
Novare Events
Fox Theater

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/03/2010

PRODUCER (770)461-7676 FAX (770)461-3260
JACKSON INSURANCE AGENCY INC.
 129 STONEWALL AVENUE
 P O BOX 67
 FAYETTEVILLE, GA 30214

INSURED **Drake Staffing, LLC**
 2033 Monroe Drive
 Suite B
 Atlanta, GA 30324
 Fax: 404-806-7601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TECHNOLOGY INSURANCE COMPANY	
INSURER B: Scottsdale Insurance	STU
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGE(S)

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSR'D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
					EACH OCCURRENCE	\$ 1,000,000
B	GENERAL LIABILITY				DAMAGE TO RENTED PREMISES /EA OCCURRENCE	\$ 100,000
	X COMMERCIAL GENERAL LIABILITY	CLS 1241228	08/10/2010	08/10/2011	MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
A	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	GARAGE LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
						\$
						\$
	EXCESS/UMBRELLA LIABILITY					\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					
A	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TARGA06726-03	07/27/2010	07/14/2011	X INC STATU- TORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Affairs to Remember Caterer
 Attn: Jon McNeill
 2316 DeFoor Hills Road
 Atlanta, GA 30318

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

George McNeill

CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE
BUSINESS TAX REGISTRATION CERTIFICATE
ALL BUSINESS TAX REGISTRATION TAX REQUIREMENTS ARE PAID.

REGISTRATION NO. 127976180

BUSINESS NAME : DRAKE STAFFING LLC

VALID : FROM 2009-01-01 TO 2010-12-31

LOCATION : 3455 Peachtree Rd N. 5TH FLOOR ATLANTA GA 30326

Handwritten Signature
DRAKE STAFFING LLC
ATLANTA, GA, USA
RECEIVED
BUSINESS NAME AND ADDRESS

DRAKE STAFFING LLC
3455 PEACHTREE RD N.
5TH FLOOR
ATLANTA GA 30326

INVOICE

1

Drake Staffing
P.O. Box 577
West Bend, WI 53095-0577

(404) 806-7722

INVOICE DATE: 12/08/2011
INVOICE NUMBER: 0004747-52-054-IN
TERMS: Due Upon Receipt
CUSTOMER NO: 52-0000318

Billed to:

A Legendary Event
Accounts Payable
1380 W. Marietta Street NW
Atlanta, GA 30318

Date	Employee Name	Job Title	Description	Hours	Rate	Amount
12/4/2011	Ron Breedlove	Cooks	Straight Time	10.50	15.50	162.75
12/4/2011	Adrian Oglesby	Cooks	Straight Time	6.00	15.50	93.00
12/4/2011	Patricia Turner	Cooks	Straight Time	11.00	15.50	170.50
Subtotal for Cooks:						27.50
						426.25

All proceeds of this invoice have been assigned to and are the property of the remit to address below. A UCC-1 Financing statement has been filed in your state to perfect the secured interest. Payment will not be credited unless mailed directly to:

P.O. Box 577, West Bend, WI 53095-0577

NET INVOICE: 426.25
SALES TAX: 0.00
INVOICE TOTAL: \$426.25

Please detach here and enclose with payment

Remit to: **Drake Staffing**
P.O. Box 577
West Bend, WI 53095-0577

CUSTOMER NO: 52-0000318
CUSTOMER NAME: A Legendary Event
INVOICE NUMBER: 0004747-52-054-IN
INVOICE TOTAL: \$426.25
CHECK NUMBER: _____
CHECK AMOUNT: _____

Elizabeth Cipro

From: lsmith.heitner@drakesstaffing.net
Sent: Tuesday, November 29, 2011 3:07 PM
To: Elizabeth Cipro
Subject: Drake Staffing Time Sheet_The Buckhead Theater

**Drake Staffing -
Atlanta**

Customer Name: A Legendary Event
Address: 1380 W. Marietta Street NW
City, State, Zip: Atlanta, GA 30318
Week Ending: 11/20/2011

The Buckhead Theater

Temporary Associate Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Breedlove, Ron		15				5	100	105 <i>Revised</i>
Oglesby, Adrian					10	10	10	30
Turner, Pattie					5	10	10	30

Grand Overall Total:

Supervisor's Approval *J. Smith*

Please Fax to Drake Staffing - Atlanta after the completion
of the worksheet at 404-806-7601

Drake Staffing

Schopelia Smith-Heitner
Staffing Coordinator
2033 Monroe Dr. NE Suite B
Atlanta, Ga 30324
404.806.7722 ph
404.806.7601 fax
404.910.2037 cell
lsmith.heitner@drakesstaffing.net