



General Staffing Agreement

DrakeStaffing LLC, with its principal office located 2033 Monroe Dr. Suite B, Atlanta Ga 30324 ("STAFFING FIRM"), and Annandale Village, with its principal office located 3500 Annandale Lane Suwanee, GA 30024. ("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: $(A - B) \times C$

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.

Bill Rate/Job Description**Pay Rate/Job Description**

All Chef's and cooks will be billed at \$15.50 per hour

All Bartenders, Banquet servers, and Administrative will be billed at \$15.50 per hour

All restaurant help will be billed at \$13.50 per hour.

All general housekeepers, roundsman and dishwashers will be billed at \$12.00 per hour

Melissa Burton
CLIENT ANNANDALE VILLAGE

DRAKE STAFFING

Signature

Signature

Melissa Burton
Printed Name Melissa Burton

Printed Name Greg Price

CFO

Title

Title C.E.O.

Date 12/13/2012

Date 12/13/2012

Emailed 7/18/14

**Annandale @ Suwanee, Inc.
3500 Annandale Lane
Suwanee, Georgia 30024**

Thursday, June 26, 2014

Drake Staffing
2033 Monroe Dr.
Suite B
Atlanta, GA 30324

Subject: Certificate of Insurance Expires This Month

Dear Valued Vendor:

According to our records, your Certificate of Insurance expires 7/15/2014. Please send us your renewed Certificate of Insurance showing Workers Compensation coverage so that we may update our records. If your company sends out automatic updates, we would appreciate it if you would add Annandale to your list. All Annandale Village contractors must provide proof of Workers Compensation Insurance.

Please feel free to fax your updated certificate to (770) 945-8693 or Email to nadia.abraham@annandale.org. If you have any questions, please contact me at (678) 765-4804.

Best regards,



Nadia Abraham
Accounts Payable Assistant

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Drake Staffing LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C** ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
2033 Monroe Dr Suite B

City, state, and ZIP code
Atlanta, GA 30324

List account number(s) here (optional)

Requester's name and address (optional)
**Annandale Village
3500 Annandale Lane
Suwanee GA 30024**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Employer identification number

8	7	-	0	8	0	2	1	8	6
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ **Sherry McKinney** Date ▶ **1-29-2013**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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1-29-13