



General Staffing Agreement

DrakeStaffing LLC, with its principal office located 3455 Peachtree Rd. Suite 506, Atlanta Ga 30326 ("STAFFING FIRM"), and The Legends at Chateau Elan, with its principal office located at 5473 Legends Drive, Braselton Ga. 30517 ("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 = 520, number of hours agreed upon between CLIENT and STAFFING FIRM before an employee can be converted without penalty

B = 520, number of consecutive hours actually worked for the CLIENT by the employee

C = the billing margin (billing rate minus pay rate)

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.

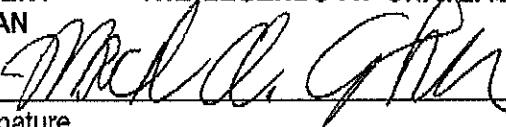
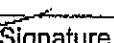
11. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. The failure of a party to enforce the

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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 \$17.50 per hour</u>	
<u>All Bartenders and Banquet servers will be billed at \$17.50 per hour</u>	
<u>All utility people and dishwashers will be billed at \$16.00 per hour</u>	

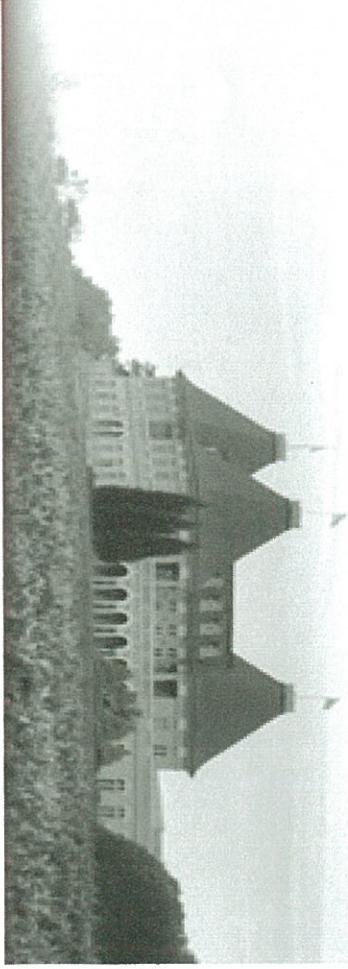
CLIENT ELAN	THE LEGENDS AT CHATEAU	DRAKE STAFFING	
			
Signature		Signature	
Printed Name	Mack Cohen	Printed Name	Greg Price
Title	Food and Beverage Director	Title	C.E.O.
Date	08/19/08	Date	08/19/08



DRAKE STAFFING

NOBODY WORKS HARDER

Château Elan®
WINERY & RESORT



Greg Price
3455 Peachtree Rd. Ste 506
Atlanta, Ga 30326
404.995.6626



DRAKE STAFFING

NOBODY WORKS HARDER

- **MISSION STATEMENT**

Drake Staffing is here to provide one asset to your business that you can't do without....passion. Our ethics and beliefs will not only add value but will provide total staffing support to reach your most integrated positions. Our focus is to create a career based conduit between our Clients and dedicated employees.

CORPORATE SUMMARY

Our executive staff contains three professionals who bring 34 successful years of experience managing multi million dollar businesses. We are here to drive our business along side your company and use our expertise to motivate a productive work force.



DRAKE STAFFING
NOBODY WORKS HARDER

- Staffing Capabilities
 - Temp to Perm
 - Direct Hire
 - Short Term Assignments
- Peak season/Holiday Parties/Golf Outings
- Special projects/Restaurant help
 - Poor Quality replacement
 - No Call/No show fill in



DRAKE STAFFING
NOBODY WORKS HARDER

- Employee Retention
 - Health Insurance/Dental
 - Vacation Time (earned after 1800 hrs)
 - Holiday Pay (earned after 1500 hrs)
 - Cash Pay Card
 - Direct Deposit
- Customized Orientation for Chateau Elan so we make the right match



DRAKE STAFFING
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- **Positions we staff**
 - Station Chefs
 - Line/Prep Cooks
 - Pastry Chefs
 - Dishwashers/Utility/Roundsman
 - Banquet servers
 - Bartenders
 - Concierge
 - Housekeeping
 - Captains/Floor supervisors



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- Pre employment testing available
 - Drug testing
 - Background
 - Culinary Testing
 - Server Testing
 - Microsoft Office
- Word
- Power point
- Excel
- Outlook

Visit Us Online!



Welcome to Drake Staffing

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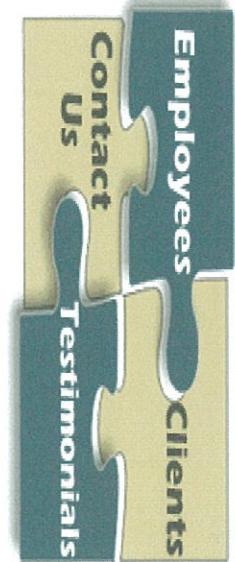
Jobs we staff

- [Administrative](#)
- [Call Center](#)
- [Direct Hires](#)
- [Executive Placements](#)
- [Hospitality](#)
- [Laborers](#)
- [Light Industrial](#)
- [Maintenance](#)
- [Tech Support](#)
- [Transportation](#)

"Our ethics and beliefs will not only add value but will provide total staffing support to reach your most intergrated positions."

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EMPLOYEES
Click here to apply online.

NEED HELP?
Tel. 229-436-6237

CLIENTS
Click here to access your information.