



General Staffing Agreement

DrakeStaffing LLC, with its principal office located at 2033 Monroe Dr. Suite B, Atlanta Ga 30324 ("STAFFING FIRM"), and Doubletree Buckhead Hotel, with its principal office located at 3342 Peachtree Rd. Atlanta Ga 30326. ("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.

Screening: All Drake Staffing's employees will be screened prior to being hired. The screening process shall include, but not be limited to:

1. Completion of the Drake Staffing's application which shall provide for references, employment history and disclosure of criminal convictions.
2. Reference Checks including at least three (3) from previous employers
3. 5 panel drug screen and criminal background checks for all positions.

Need criminal background check

Suggestion for Indemnification:

Drake Staffing will indemnify, defend and hold harmless Doubletree Buckhead Hotel and its directors, officers, employees, agents and affiliated partnerships or corporations under common contract from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorneys' fees) imposed upon or incurred by Doubletree Buckhead Hotel arising out of any of the following:

1. Drake Staffing's failure to comply with applicable laws, regulations or orders, including Drake Staffing's failure to pay its employees in accordance with applicable state and federal law;
2. Any negligent act or omission or intentional misconduct on the part of Drake Staffing's, its officers, employees Drake Staffing's or agents;
3. Breach of any obligation of Drake Staffing's contained in this Agreement;
4. Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against Doubletree Buckhead Hotel by any of Drake Staffing's employees or, in the event of death, by their personal representatives; or any liability of Doubletree Buckhead Hotel under any federal or state law requiring notice to employees before termination or layoff from employment.

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>
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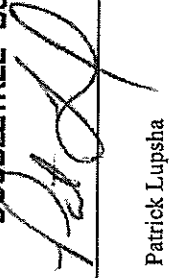
<u>All dishwashers will be billed \$12.00 per hour</u>	
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<u>All skilled labor, banquet servers, bartenders, chefs and cooks will be billed at \$16.00 per hour</u>	
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<u>All Event Captains will be billed at \$18.00 per hour.</u>	
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HI TRS, LLC d/b/a Doubletree Atlanta-Buckhead
By: Davidson Hotel Company, Management Agent

CLIENT **DOUBLETREE BUCKHEAD**
HOTEL



Signature

Patrick Lupsha

Printed Name

EVP, COO

Title

Title C.E.O.

Date 05/05/2014

Date 05/05/2014

DRAKE STAFFING

Signature

Printed Name Greg Price