



## Acrobat Outsourcing Services Agreement

This agreement between **Acrobat Outsourcing**, with its principal office located at 665 3<sup>rd</sup> Street, Suite 415, San Francisco, CA 94107 ("STAFFING FIRM"), and **Dominic Phillips Event Management (DPEM)** ("CLIENT") for the Eat Drink SF Event being held on August 24, 25 & 26 at Fort Mason, San Francisco, Ca.

**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
<b>Bussing</b> Staff (2018 Regular Rate)	\$34.95 Per Hour
<b>Bussing</b> Staff (2018 Discount Rate)	\$28.95 Per Hour (Discount Agreement Terms Below)
(VIP Lounge) <b>Cook</b> (2018 Discount Rate)	\$28.95 Per Hour
(VIP Lounge) <b>Bartender</b> (2018 Discount Rate)	\$28.95 Per Hour

### Acrobat will provide:

(25) Bussers for Friday and Saturday NIGHT sessions

(22) Bussers for Saturday and Sunday DAY sessions

1 Cook for all 4 sessions

1 Bartender for all 4 sessions.

All shifts are estimated at 6 hours in length.

Total estimated hours = 612 Hours

Discounted Bill Rate = \$28.95

Subtotal Estimated Charges = \$17,714.40

At our regular bill rate of \$34.95 per hour, the non-discounted total amount would have been \$21,389.40 for this service. However, due to the discounted hourly rate of \$28.95 for 612 hours of staffing, this means you are saving \$3,675.00 in labor costs.

### DPEM will provide:

Commitment to pay a minimum of \$17,714.40 for labor that equals 612 hours on all 4 Grand Tastings, assuming each of 25 or 22 bussers (depending on which event), 1 Cook and 1 Bartender per (4) grand tastings work exactly 6 hours shifts. Additionally, it is the responsibility of On-Site DPEM Management to ensure that Acrobat Staff do not work beyond the agreed to 6 hours per bussing employee, unless their continued services are needed. Acrobat staff are trained to continue working until such time as they are released by the client. In this event, our staff will need to be expressly told that their shift has ended and

they are to sign out with the Bussing Captain/Supervisor who is an Acrobat employee and exit the premises. The Acrobat Supervisor can assist with this task but upon direction from DPEM Management at the completion of all duties.

**GGRA through its Partner DPEM will also provide:**

29 General Admission Tickets

(Estimated Value: \$3,741.00 – Acrobat will subtract the \$66 difference on final invoice)

4 Sponsor Working Credentials (not charged)

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.

**Health Care Security Ordinance (HCSO):** Acrobat Outsourcing is in compliance with the San Francisco HCSO and the Affordable Care Act. Acrobat Outsourcing provides either medical benefits or contributions to an irrevocable reimbursement account in accordance with the HCSO and the Affordable Care Act. A \$2.83 surcharge will be added per hour for all hours worked within the city limits of San Francisco. If the hourly expenditure requirement of the HCSO is updated or changed, this amount will change in accordance with that update.

**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.

**Employee Timesheets:** Acrobat Outsourcing pays its employees weekly. In order to accommodate this and ensure accurate invoicing, we utilize paper time sheets, which will be provided to you by your local staffing manager. These time slips will have the names of the staff reporting to your event or business as 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, employers must authorize and permit uninterrupted rest periods for all nonexempt employees whose total daily work time is at least 3.5 hours. These mandatory rest breaks must be offered at the rate of 10 minutes for every four hours worked, or 'major fraction' thereof. These are considered 'paid' breaks.

**Employee Meals Breaks:** Per California labor laws, you cannot employ someone for a work period of more than five hours without providing an unpaid, off-duty meal period of at least 30 minutes. The first meal period must be provided no later than the end of the employee's fifth hour of work. The employer satisfies its legal obligation to provide an off duty meal period to its employees if it:

- Relieves its employees of all duty.
- Relinquishes control over their activities.
- Permits them a reasonable opportunity to take an uninterrupted, 30-minute break.
- Does not impede or discourage them from doing so.

A meal break can be unpaid only if all of the above conditions are met. When a work period of not more than six hours will complete the day's work, the meal period may be waived by mutual consent of the employer and the employee.

**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:**

Following the event and upon validation of the completed timesheets, CLIENT will be invoiced for the amount due. 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.

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.

DPEM

CLIENT

*Carly S. Garcia*

Signature

Carly S. Garcia

Printed Name

Event Producer

Title

7/26/18

Date

STAFFING FIRM: ACROBAT OUTSOURCING

*Paul J. Rickett*

Signature

PAUL RICKETT

Printed Name

Director of Client Svcs

Title

7-27-18

Date