

Acrobat

outsourcing

Acrobat Outsourcing Services A

This agreement between **Acrobat Outsourcing**, with its principal office located at 665 3rd St, 415, San Francisco, CA 94107 ("STAFFING FIRM"), and **DO & CO Los Angeles, Inc.**, 40 Beach Ave, Suite 101, Redondo Beach, CA 90278 ("CLIENT"), is made effective as of Aug and will continue for a period of 1 year until August 16, 2018. This contract will automatically renew for 1 year, if no notice given.

Bill Rates: Our bill rates include the employee's hourly wage, and all deductions required by Federal legislation -- including employer's contribution for FICA taxes, providing Unemployment Worker's Compensation, liability insurance and fidelity bonding, health care and commuter or well as other deductions and benefits paid to our employees. Additionally, all administrative costs are covered, including preparation of W-2 forms at the end of the year.

a. **Compliance with laws:** Acrobat Outsourcing agrees to comply all the applicable laws, orders, ordinances, codes and standards, including identification procurement of required certificates, approvals, inspections, and insurance coverages. Applicable laws and ordinances are not limited to, all minimum wage, living wage, hotel workers, services charges and All Hospitality Enhancement Zones), as it pertains to the business address of Acrobat Outsourcing at the location address of the CLIENT.

b. **Compliance with CLIENT's orders:** Acrobat Outsourcing agrees to comply and ensure its employees comply with CLIENT's site location requirements including, but not limited to, confidentiality, security, safety, rules, regulations, and other applicable policies. Acrobat Outsourcing acknowledges the employer it shall be solely responsible for complying with all federal, state, and local laws with recruiting, hiring, supervising, compensating, and all other aspects of employment service without limitation, maintaining all necessary personnel and payroll records.

Position	Bill Rate
All Line Level Positions	\$27.50 per hour
Based on Current mandatory pay rate of \$17.26	

***Acrobat Outsourcing observes the following Holidays:**

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Acrobat may, on occasion, increase the rates set forth in proportion to any legislatively-mandated 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 increased cost associated with the passage of a federal or state law mandating any benefits for employees. The increase can only be effective 30 days after giving notice of such or the number of days between publication and implementation of the cost affecting change in law, whichever is lower.

Five-hour Minimum: We require a five-hour minimum workday. If an employee is scheduled for a minimum of five hours in one day and the employee is sent home in less than five hours due to no work, the employee will be paid for five hours and THE CLIENT will be billed for five hours. Should the event you cancel the employee's assignment and the employee is already on his/her way to work location, the five hour minimum will be applied, and THE CLIENT will be billed for five hours.

Guarantee: Acrobat Outsourcing guarantees that the assigned employees that they recruit for THE CLIENT will have the qualifications THE CLIENT requests. If THE CLIENT finds any assigned employee's qualifications or general work-related behavior lacking and lets Acrobat know within one (1) business day, we 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 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 employee as well as the signature of the client to ensure the validity of the recorded time by all parties. After completion, please return via email or by fax to your local staffing manager, the following business day.

Employee Breaks: Per California labor laws an employee: a. must receive a 10 minute break for every 2 hours that they work provided the shift is at least 5 hours; b. must receive an uninterrupted 30 minute break after 5 hours, except when the workday will be 6 hours or less and there is mutual employer/employee consent to waive the break period. If a workday is more than 8 hours additional breaks must be provided.

THE CLIENT will be responsible for providing the opportunity for breaks but is not responsible for ensuring employees actually taking their breaks. THE CLIENT will not be charged extra if employees do not take their breaks if they were provided with the opportunity of doing so.

Hiring an Acrobat Employee: Should THE CLIENT wish to hire an Acrobat employee as a full-time employee, conversion fees and/or hiring fees will apply. Hiring options include:

1. If THE CLIENT maintains the employee as an Acrobat employee for a minimum of 420 hours, THE CLIENT can hire the Acrobat employee with a Conversion fee of \$0. THE CLIENT must return the employee to Outsourcing if they decide to hire an employee.
2. THE CLIENT may hire any Acrobat employee working less than 420 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each employee. The Temporary-to-Hire Conversion fee is a 15% markup of the remaining hours that would be required to hire an employee without any Temporary-to-Hire Conversion fee as described under 1.
3. If the employee is a candidate for immediate hire, Acrobat will assess a Direct Hire fee.

Payment Terms: Qualified CLIENTS who provide good credit references to Acrobat Outsourcing granted terms. ALL invoices are **Due Upon Receipt**.

Finance Charge: CLIENT agrees to pay interest on any unpaid balances after thirty (30) days of the date of the invoice, at the compounded rate of .5% per month (Annual Percentage Rate or 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. No provision of this Agreement may be amended or waived unless agreed in writing and signed by the parties.

Authorized representatives of the parties have executed this Agreement below to bind the parties' agreement to its terms. The provisions of this Agreement will inure to the benefit of the parties and their respective representatives, successors, and assigns.

CLIENT

Signature
JOHANNES KRONER

Printed Name

Title
8/29/17

Date

STAFFING FIRM: ACROBAT OUTSOURCING

Signature
KELSEY JEFFORDS

Printed Name
Senior Ops Mgr

Title
8/30/2017

Date

Agreement Provided By: Marc Caplan

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New Client Info Form

Date: 8/29/17

COMPANY INFORMATION:

Company Name: Do & Co

Website: _____

Type of Company:

- ☐ Conference Planner
- ☐ Hotel
- ☐ Food Production or Demo
- ☐ Education
- ☐ Event Facility
- ☒ Caterer
- ☐ Restaurant
- ☐ Corporate Cafeteria
- ☐ Organization: _____

LOCATION

Please provide venue name, address and specific meeting room or check in procedure:

Do & Co 4000 Redondo Beach Ave Redondo Beach CA 90
- walk into employee check in area

Are there parking options? parking lot & side street

STAFFING NEEDS

Uniform or Attire:

What dress code would best be suited to the event or assignment?

- uniforms provided
- non slip shoes

What dress code would best be suited to the event or assignment?

CONTACTS

Primary Contact (we will email timesheets to this contact before each job)

Printed Name: Faith Baa-Adomako Position: HRM

Phone: 310-925-5037 Cell: " Fax: "

Address: 4000 Redondo Beach Ave ^{St 101} City: Redondo Beach Zip: 90278

Email: faith.baa-adomako@doco.com

Invoice Contact

We email invoices to save paper, but if you prefer another method please indicate:

☒ Email is perfect ☐ Prefer fax ☐ Prefer postal mail

☐ same as above info

Printed Name: Nidy Cirino Position: Chief Accountant

Phone: 718 529 4570 Cell: " Fax: 718 529 4560

Address: 2150 Frontage Rd ^{x 21} City: Des Plaines Zip: 60018

Email: nidy.cirino@doco.com

Other Contacts

If there are others in your office who may place orders on this account please indicate:

1) Printed Name: _____ Position: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

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CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title: *DO & CO* *Los Angeles*
Company name/DBA:
Phone: *424.390.4200* Fax: *n/a* E-mail: *faith.bae-adomakoe2doco.com*
Registered company address: *4000 Redondo Beach Avenue*
City: *Redondo Beach* State: *CA* ZIP Code: *90278*
Date business commenced:
Sole proprietorship: Partnership: Corporation: ☒ Other:

BUSINESS AND CREDIT INFORMATION

Primary business address: *4000 Redondo Beach Ave*
City: *Redondo Beach* State: *CA* ZIP Code: *90278*
How long at current address? *6 mos*
Telephone: " Fax: " E-mail: "
Bank name: *see attached*
Bank address: Phone:
City: State: ZIP Code:
Type of account: Account number:
Savings
Checking
Other

BUSINESS/TRADE REFERENCES

Company name: *see attached*
Address:
City: State: ZIP Code:
Phone: Fax: E-mail:
Type of account:
Company name:
Address:
City: State: ZIP Code:
Phone: Fax: E-mail:
Type of account:

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Acrobat Outsourcing to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Title:
Date:

[Signature] *HR mgr*
8/25/17

Title:
Date:

[Signature]
8/25/17



DO & CO Los Angeles Inc. 4000 Redondo Beach Ave Redondo Beach, Ca 90278-1109
Tel: 718-529-4570 Fax: 718-529-4560

Company Name: DO & CO LOS ANGELES INC

Type of Business: Airline Catering

Organization year: 2016

State of Incorporation: DE

Date of Incorporation: 2017

Federal Tax ID: 81-3515049

Resale Cert# 103-028885

Duns#:

Bank Reference:

J.P. Morgan Chase
4 Chase Metrotech Center FL 14
Brooklyn, NY 11245

Bank Account # : 905-179-573

Bank Acct. Rep:

Carol Browne Minott

Bank Phone # : 646-582-7236

Bank Fax#: 917-464-9464

Officers:

Michael Marczell- CEO

Tino Wohlfahrt - COO

Trade Reference:

Tom Cat Bakery:

ACCT# DOCO14

43-05 10th st LIC, NY 11101

Contact: A/R Nancy Macias

Sales Rep: Martin Gaul

Phone: O 718-786-7659

Fax: 718-786-9046

Email: NancyMacias@tomcatbakery.com

Email: martingaul@tomcatbakery.com

D 718-475-4934

Sysco Long Island:

ACCT# 016758

199 Lowell Ave, Central Islip NY 11722

Contact: A/R Carrie Machinist

Sales Rep: Parlapanides, Paul

Phone: 631-921-9134

Fax: 201-433-1035

Email: Machinist.Carrie@liny.sysco.com

Email: Parlapanides.paul@liny.sysco.com

Peter's Wholesale:

ACCT# DOC001

148-09 Guy R Brewer Blvd Jamaica NY 11434

Contact: A/R Theresa Toppi

Sales Rep: Paul

Phone: 718-659-6328

Fax: 718-738-2986

Email: ttoppi@peterswholesalemeat.com

Email: panteripwm@aol.com

Air Stream Foods:

ACCT# 40010

3400 Lawson Boulevard, Oceanside, NY 11572

Contact: A/R Kelly Garcia

Sales Rep: Frank Loverde

Phone: 516-763-1600 ext 2906

Fax: 516-763-0808

Email: kgarcia@foodauthority.com

Email: floverde@airstreamfoods.com

Ace Endico:

ACCT# DNY149

80 International Blvd Brewster, NY 10509

Contact: A/R Maureen Hart

Sales Rep: Peter Gorman

Phone: 914-347-3131

Fax: 845-940-1501

Email: mhart@aceendico.com

Email: pgorman@aceendico.com