



## 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 **Command Performance Catering @ Nordstroms** 4321 La Jolla Village Dr, San Diego, CA 92122 ("CLIENT") for the event on October 10<sup>th</sup>, 2017.

**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         | 50% Deposit charged day before event |
|----------|-------------------|--------------------------------------|
| Cooks    | \$24.95 per hour* | (estimated 50% deposit)              |
| Servers  | \$24.95 per hour* |                                      |

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

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

**On these dates your normal bill rate will increase 1.5X.**

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.

**Affordable Care Act:** Beginning in January 2015, Acrobat Outsourcing will be offering medical benefits to all qualified temporary employees in compliance with The Affordable Care Act. You will be assessed a minimal % ACA surcharge on every invoice. This rate can vary and is currently 1% of the invoice amount.

**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 an employee:

- a. must receive a 10 minute break for every 4 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 completed in 6 hours or less and there is mutual employer/employee consent to waive the break period. If working more than 8 hours additional breaks must be provided

**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:**

A 50% deposit will be charged to CLIENT credit card prior to the event. Following the event and upon validation of the completed timesheet, CLIENT credit card will be charged automatically for the balance. A copy of the paid invoice will be provided to CLIENT reflecting the charged amount of credit card. CLIENT agrees to inform Acrobat Outsourcing in advance should there be any changes to CLIENT credit card information. 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.

Command Performance Caterings

CLIENT

Signature

Printed Name

Title

Date

Cathy Russell

Cathy Russell

CEO

9-26-17

STAFFING FIRM: ACROBAT OUTSOURCING

Signature

Printed Name

Title

Date

Ambrose

Alicia Ambrose

Client Sys Mgr.

9/26/17

Agreement Provided By: Alicia Ambrose





## New Client Info Form

Date: Sept 25, 2017

### COMPANY INFORMATION:

Company Name: Command Performance Website: CPCatering.com

Type of Company: Catering

- ☐ Conference Planner
- ☐ Event Production
- ☐ 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:

Varies - TBD

Are there parking options? Varies

### STAFFING NEEDS

Select the positions you are likely to need at some point:

☐ Concierge/Information Clerk ☐ Registration Cashiers/Customer Service ☐ Materials Production ☐  
Room/Line Monitors ☒ Event Help ☐ Other \_\_\_\_\_

Uniform or Attire:

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

Black Bistro

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

- All Black Bistro -

## CONTACTS

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

Printed Name: JILL Quijada Position: HR Manager  
Phone: 805-523-3232 Cell: 805-402-3557 Fax: 805-523-8319  
Address: 5273 Commerce Ave #6 City: Moorpark Zip: 93021  
Email: Jill@Cpccatering.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: Katie Hernandez Position: acct Payable / Payroll  
Phone: 805-523-3232 Cell: — Fax: 805-523-8319  
Address: 5273 Commerce Ave #6 City: Moorpark Zip: 93021  
Email: Katie@Cpccatering.com

## Other Contacts

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

1) Printed Name: Cathy Russell Position: CFO  
Phone: — Cell: — Fax: 805-523-8319  
Email: Cathy@Cpccatering.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Integro USA Inc.  
dba Integro Insurance Brokers  
1 State Street Plaza  
9th Floor  
New York, NY 10004  
1-212-295-8000

CONTACT  
NAME: VERONICA DEDIEGO  
PHONE (A/C, No, Ext): 212-295-8000 FAX (A/C, No):  
E-MAIL:  
ADDRESS: veronica.dediego@integrogroupp.com

INSURED  
Acrobat Outsourcing  
665 Third St. Ste 415  
San Francisco, CA 94107

| INSURER(S) AFFORDING COVERAGE   | NAIC # |
|---------------------------------|--------|
| INSURER A: SAFETY NATL CAS CORP | 15105  |
| INSURER B: STARR IND & LIAB CO  | 38318  |
| INSURER C:                      |        |
| INSURER D:                      |        |
| INSURER E:                      |        |
| INSURER F:                      |        |

**COVERAGES**

CERTIFICATE NUMBER: 48013684

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR WVD                                  | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|---|----------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY   |   | GLA4042607     | 10/01/16                | 10/01/17                |  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |   |                |                         |                         | EACH OCCURRENCE \$ 1,000,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |   |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000                                     |
|          | <input checked="" type="checkbox"/> SIR: \$250,000  |   |                |                         |                         | MED EXP (Any one person) \$  |
|          | <input checked="" type="checkbox"/> Liquor Liability  |   |                |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |                |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |                |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
|          |   |   |                |                         |                         | \$   |
| A        | AUTOMOBILE LIABILITY  |   | CAP4042608     | 10/01/16                | 10/01/17                |  |
|          | <input checked="" type="checkbox"/> ANY AUTO  |   |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS            |                |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   | <input checked="" type="checkbox"/> NON-OWNED AUTOS |                |                         |                         | BODILY INJURY (Per accident) \$  |
|          |   |   |                |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          |   |   |                |                         |                         | \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB   | <input checked="" type="checkbox"/> OCCUR           | 1000040412161  | 10/01/16                | 10/01/17                |  |
|          | <input type="checkbox"/> EXCESS LIAB  | <input type="checkbox"/> CLAIMS-MADE                |                |                         |                         | EACH OCCURRENCE \$ 25,000,000  |
|          | <input type="checkbox"/> DED  | <input type="checkbox"/> RETENTIONS                 |                |                         |                         | AGGREGATE \$ 25,000,000  |
|          |   |   |                |                         |                         | \$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |   | LDC4042609 AOS | 10/01/16                | 10/01/17                |  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N<br>N  |                |                         |                         | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A   |                |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|          |   |   |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|          |   |   |                |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Evidence of Coverage

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE