

## Acrobat Outsourcing Services Agreement

# Acrobat

This

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agreement between Acrobat Outsourcing, with its principal office located at 665 3<sup>rd</sup> Street, Suite 415, Francisco, CA 94107 ("STAFFING FIRM"), and Adam

Pollack ("CLIENT") for the event on November 17th, 2017 located at 3035 Talbot Street, San Diego, CA 92106.

**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
Server	\$24.95 per hour
<b>*Acrobat Outsourcing observes the following Holidays:</b>	
New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
<b>On these dates your normal bill rate will increase 1.5X.</b>	

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.

Adam Pollack

CLIENT

*[Signature]*

Signature

Adam Pollack

Printed Name

Title

11/14/17

Date

STAFFING FIRM: ACROBAT OUTSOURCING

*[Signature]*

Signature

Alicia Ambrose

Printed Name

Client Sys Agr.

Title

11/15/17

Date

Agreement Provided By: Alicia Ambrose

New

Date: 11/14/17

## Client Info Form

Company Name: **Acrobat**

### COMPANY INFORMATION:

Website: \_\_\_\_\_

Type of Company: **outsourcing**  
**Private family.**

☐

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:

**Pacific Loma Assembly, 3035 Talbott St. San Diego, CA 92106**

Are there parking options? **No, street parking only.**

### 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 **Server**

Uniform or Attire:

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

**White shirt, black pants or skirt and dress shoes.**

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

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## CONTACTS

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

Printed Name: Adam Pollack Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: 914-584-3461 Fax: \_\_\_\_\_

Address: 155 Gardenside Drive City: San Francisco Zip: 94131

Email: adambpollack@gmail.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: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

## 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: \_\_\_\_\_

# Acrobat

outsourcing

## CREDIT CARD BILLING AUTHORIZATION FORM

CREDIT CARD BILLING INFORMATION:	
Company Name/DBA:	Rubin Family (Credit card name: Bonnie Rubin)
Authorized Signer:	Bonnie Rubin
Credit Card Type:	Visa [ ] MasterCard [ ] Amex [ ] <u>Discover</u> / Novus <input checked="" type="checkbox"/> Other, please specify:
Credit Card Number:	601100064787 1361
Enter CVC number:	Last 3 digits from the back of card: 470
Expiration Date:	12/21
Billing Address:	4528 Bermuda Avenue
City:	San Diego
State/Province:	CA
Zip/Postal Code:	92107
Country:	USA
Phone Number:	619-222-0898
Fax Number:	
PLEASE SELECT ONE OF THE FOLLOWING PAYMENT OPTIONS:	
<p>Applicant agrees that all information provided is accurate and complete. Applicant also acknowledges that all orders may be immediately terminated at Acrobat Outsourcing's discretion if any charges are declined or charge backs are claimed against any outstanding invoiced amount. Disputes to amount invoiced should immediately be reported to leni@acrobatoutsourcing.com.</p> <p>Changes in the status of this card can also be reported to leni@acrobatoutsourcing.com.</p>	

Authorized Signature:

*Bonnie Rubin*

Date:

11/14/17