

AGREEMENT FOR TEMPORARY LABOR SERVICES

- A. This Agreement is made and entered into this 22nd day of January 2017, by and between **HHC TRS FP Portfolio LLC dba Crowne Plaza Atlanta Ravinia** located at 4355 Ashford Dunwoody Road, Atlanta, GA 30346 (hereinafter referred to as "Hotel"), and **Drake Staffing**, having a principal place of business at 2033 Monroe Drive, NE, Suite B, Altanta, GA 30324 (hereinafter referred to as "Company").
- B. Purpose. This Agreement is entered into specifically for the purpose of Company assigning its employees to perform services for and at Hotel, as described in Attachment A, appended hereto.
- C. Scope of Work. Company's employees will provide labor services for Hotel as described in Attachment A, appended hereto. This could include, but is not limited to temporary and full-time services.
- D. Term. This Agreement shall become effective on the date entered above and shall continue in full force and effect until July 22, 2017 ("Term"), or until earlier terminated as provided herein.
- E. Termination.  
Notwithstanding any other provisions contained in this Agreement, Hotel may terminate the Agreement, for any reason and without penalty, upon thirty (30) days' written notice sent via certified mail or commercial overnight delivery to the Company. Company may terminate this Agreement upon thirty (30) days' written notice sent via certified mail or commercial overnight delivery to Hotel.

In the event that this Agreement is terminated, Hotel shall only be obligated to pay for services actually provided by Company up to the effective date of the termination.

- F. Employees of Company.
  - 1. Company will recruit, interview, select, hire, and assign employees who, in Company's judgment, are best qualified to perform the services described in Attachment A. As the employer, Company will: (i) maintain all necessary personnel and payroll records for its employees, (ii) withhold from its, employees' compensation any taxes, charges or other payroll deductions required by law; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to employees; (v) provide for liability insurance as specified in Section 6-Insurance (below); and (vi) provide worker's compensation insurance coverage in amounts as required by law.
  - 2. In connection with the performance of this Agreement, Company will comply with all federal, state, and local laws, regulations, and orders to the extent applicable to Company.
  - 3. The employees assigned to Hotel under this Agreement shall remain employees of Company. Company's employees shall not be hired by the Hotel, likewise: Company's employee shall not be entitled to participate in any Hotel employee benefit plans, including but not limited to, pension, Section 401 (k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.

Notwithstanding anything to the contrary herein, provided a Company employee either completes 640 hours of work at Hotel or works at the Hotel for a period of six (6) months, regardless of the number of hours worked, Hotel may hire said Company employee without additional

any insurance carried by Hotel shall be in excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Hotel. Company shall deliver certificate of insurance and any renewals thereof to the Director of Human Resources or the General Manager for Hotel.

P.

Indemnification

Company will indemnify, defend and hold harmless Hotel and its parents, subsidiaries, affiliates, directors, officers, employees, agents and affiliated partnerships or corporations under common contract ("Indemnified Parties") from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney's fees) imposed upon or incurred by Hotel arising out of any of the following:

1. Company's failure to comply with applicable laws, regulations, or orders;
2. Any negligent act or omission or intentional misconduct on the part of Company, its officers, employees (including its employees on assignment) or agent;
3. Breach of any obligation of Company contained in this Agreement;
4. Any claim for workers' compensation benefits or personal injury claims for job related bodily injury or death asserted against Indemnified Parties by any of Company's employees, subcontractors or agents or, in the event of death, by their personal representatives; or any liability of Indemnified Parties under any federal, state, or local employment laws, including, but not limited to, notice requirements to employees before termination or layoff from employment;
5. Any claims by, Company employees, agents or subcontractors relating to payment for services rendered.

To facilitate the effective and efficient processing of claims by Company, Hotel agrees to promptly notify Company of any claim it believes may be subject to these indemnification provisions and to share with Company any and all information it may have concerning such a claim. This indemnification shall survive any termination of this Agreement.

Q.

Payment and Billing

Hotel agrees to pay Company as per Attachment A for each hour worked by Company's employees.

This fee will be billed weekly with payment due in 30 days.

R.

Entire Agreement

Both parties agree that this written Agreement is the total agreement between the parties and that no other document, subsequent modification, or oral agreements exist other than the terms stated herein. Any subsequent modification/amendment to this Agreement shall be reduced to writing, signed by both parties, and attached hereto in order to be effective.

S.

It is understood and agreed that the intent of this Agreement is to include everything necessary for the proper and orderly execution and completion of the services described herein. Any/all services or material described in words, which have a well-known technical, or trade meaning shall be interpreted in accordance with such technical or trade meaning.

Z. Trade Names. Company acknowledges that Hotel and its related entities are the sole and exclusive owners of the Hotel trademarks, service marks, trade names and logos and the Hotel trademarks, service marks, trade names and logos (together, "the Marks"). Company agrees that it will not make any use of the Marks except with Hotel's prior written consent, and that any use of the Marks by Company and the goodwill associated with such use shall inure to Hotel's benefit. Company agrees and acknowledges that it shall not acquire any interest in the Marks or goodwill associated with the Marks by virtue of this Agreement or Company's use of the Marks.

AA. Compliance with Laws. Company agrees that it shall not discriminate on the basis of race, color, religion, sex, age, national origin, disability, and/or veteran status. Company affirms that it is an equal opportunity and affirmative action employer and it will comply with all applicable federal, state, and local laws governing employment, including, but not limited to, the Fair Labor Standards Act, Executive Order 11246 and Amendments, the Vietnam Era Veterans Readjustment Act of 1975, the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, the National Labor Relations Act, and the Immigration Control Act of 1990.

Company agrees that it will, in response to a request from Hotel, provide assurances that Company is complying with state and federal employment laws. In addition, Company will, upon Hotel's request, provide documentation demonstrating its compliance with such laws, including, but not limited to, certification that each and every worker, individually identified by name, assigned to Customer's premises at any time is a documented citizen of the United States or an alien authorized under all applicable requirements to work in the United States and that the employment eligibility of such alien has been verified by Vendor using the Employment Verification Form (I-9).

BB. Independent Company. In its performance of this Agreement, Company will at all times act in its own capacity and right as an independent Company and nothing contained herein may be construed to make Company an agent, partner, or joint venturer of Hotel. Neither Company nor its employees will have any claim to Hotel's revenues from their work.

WITNESS THE EXECUTION HEREOF, in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

Hotel:

HHC TRS FP Portfolio LLC dba Crowne Plaza Ravinia

By Remington Lodging & Hospitality LLC, its authorized agent

By:

Mark A. Sharkey

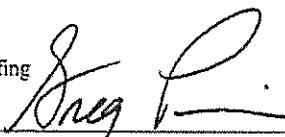
Title: President

Date: 1/30/17

Company:

Drake Staffing

By:



Title:

C.E.O.

Date:

1/23/2017

ATTACHMENT "B"

Agency Employment Acknowledgement

I understand that I am an employee of **Drake Staffing** ("Company") and am on assignment with, but not an employee of **Remington Lodging & Hospitality LLC**, manager and authorized agent of **HHC TRS FP Portfolio LLC dba Crowne Plaza Atlanta Ravinia**, located at 4355 Ashford Dunwoody Road, Atlanta, GA 30346 (hereinafter referred to as "Hotel").

I understand that Company, not Hotel, will determine and communicate my pay rate to me, as well as any information about benefits to which I may be entitled from Company.

I understand that I will receive a paycheck from Company, not Hotel, and that this paycheck may be picked up at or distributed by Company.

I understand that as a Company employee, I am not eligible to participate in any benefits plans, policies, or programs established or administered by Hotel, including among other things vacation, holiday pay, health or life insurance, profit sharing or stock purchase plans.

I waive any right or claim to participate in or receive benefits from Hotel for any time period during which I am an employee of Company.

I understand that any issues, concerns, or grievances relating to my assignment with Hotel should be addressed to Company.

I understand that Company will handle routine personnel matters, such as reference and credit checks. There will be no common personnel records between Company and Hotel.

I understand that The Hotel will not hire any Company's staff as permanent employee while working for until I have worked for the Hotel for 640 hours or six (6) months from the date below, whichever occurs first.

I have read and understand the above policies and guidelines.

Date: \_\_\_\_\_, 20\_\_\_\_

Company Employee: \_\_\_\_\_

Signature: \_\_\_\_\_

No Right or License

Nothing in this acknowledgement will be construed to grant any right or license to me or any employer with respect to data or information disclosed by Hotel, or any patent, trademark, copyright, trade secret, or other intellectual property right owned, held or controlled by Hotel. As between me, my employer and Hotel, all rights (including the right to reproduce, distribute, extract, or disclose to other persons or entities), title, and interest in and to any such data, information and intellectual property belong exclusively to and shall remain exclusively with Hotel.

Ownership of Work

I agree that all right, title and interest (including but not limited to copyright and patent rights) in all work, products (including without limitation; marks, computer programs and documentation, photographs, logos, designs, drawings, artistic and graphical works, reports, data, information, other works of authorship, and inventions, if any) made by me or my employer, or its suppliers or contractors, during performance of services for Hotel (all such works hereinafter "Work Products") will be as set forth in the agreement between my employer and Hotel. I will not assert any rights in the Work Product inconsistent with any such agreement and hereby assign any rights I have in such Work Products as necessary to give effect to such agreement. If no such agreement exists, or if such agreement does not cover intellectual property rights, I hereby assign any such rights to Hotel. Hotel may register, record, and otherwise perfect title to and ownership of all Work Products in Hotel's own name. I agree to execute such documents and otherwise provide such assistance, as Hotel may reasonably request, at Hotel's expense, to accomplish the purposes of this paragraph.

By signing the first page of this document I certify that I have read and understand all the information contained in this acknowledgement and that I agree to comply with its provisions. I recognize that if I fail to comply with this agreement, Hotel may terminate its relationship with my employer and me and exercise other legal remedies to protect its rights.

Date: \_\_\_\_\_, 201\_\_\_\_

Company Employee: \_\_\_\_\_

Signature: \_\_\_\_\_

**W-9**

Form (Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>DRAKE STAFFING, INC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): <small>Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____</small> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) <b>14750 NW 77TH COURT SUITE 100</b>	
6 City, state, and ZIP code <b>MIAMI LAKES, FL, 33016</b>	
7 List account number(s) here (optional) <b>Atlanta, GA 30346</b>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
[ ]	[ ]	-	[ ]	-	[ ]	[ ]	[ ]		
or									
Employer identification number									
8	1	-	2	5	7	4	4	4	9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** **Signature of U.S. person** ► *P. Tonga*

Date ► *1/13/2017*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## AGREEMENT FOR TEMPORARY LABOR SERVICES

A. This Agreement is made and entered into this 22nd day of January 2017, by and between **HHC TRS FP Portfolio LLC dba Crowne Plaza Atlanta Ravinia** located at 4355 Ashford Dunwoody Road, Atlanta, GA 30346 (hereinafter referred to as "Hotel"), and **Drake Staffing**, having a principal place of business at 2033 Monroe Drive, NE, Suite B, Altanta, GA 30324 (hereinafter referred to as "Company").

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E  
1/23/17

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1. Company's failure to comply with applicable laws, regulations, or orders;
2. Any negligent act or omission or intentional misconduct on the part of Company, its officers, employees (including its employees on assignment) or agent;
3. Breach of any obligation of Company contained in this Agreement;
4. Any claim for workers' compensation benefits or personal injury claims for job related bodily injury or death asserted against Indemnified Parties by any of Company's employees, subcontractors or agents or, in the event of death, by their personal representatives; or any liability of Indemnified Parties under any federal, state, or local employment laws, including, but not limited to, notice requirements to employees before termination or layoff from employment;
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WITNESS THE EXECUTION HEREOF, in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes.

**Hotel:**

HHC TRS FP Portfolio LLC dba Crowne Plaza Atlanta Ravinia

By Remington Lodging & Hospitality LLC, its authorized agent

By: \_\_\_\_\_  
Mark A. Sharkey

Title: President

Date: \_\_\_\_\_

**Company:**

Drake Staffing

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
C. E. O.  
Date: \_\_\_\_\_  
1/23/2017

ATTACHMENT "B"

Agency Employment Acknowledgement

I understand that I am an employee of **Drake Staffing** ("Company") and am on assignment with, but not an employee of **Remington Lodging & Hospitality LLC**, manager and authorized agent of **HHC TRS FP Portfolio LLC dba Crowne Plaza Atlanta Ravinia**, located at 4355 Ashford Dunwoody Road, Atlanta, GA 30346 (hereinafter referred to as "Hotel").

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I understand that as a Company employee, I am not eligible to participate in any benefits plans, policies, or programs established or administered by Hotel, including among other things vacation, holiday pay, health or life insurance, profit sharing or stock purchase plans.

I waive any right or claim to participate in or receive benefits from Hotel for any time period during which I am an employee of Company.

I understand that any issues, concerns, or grievances relating to my assignment with Hotel should be addressed to Company.

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I understand that The Hotel will not hire any Company's staff as permanent employee while working for until I have worked for the Hotel for 640 hours or six (6) months from the date below, whichever occurs first.

I have read and understand the above policies and guidelines.

Date: \_\_\_\_\_, 201\_\_\_\_

Company Employee: \_\_\_\_\_

Signature: \_\_\_\_\_

No Right or License

Nothing in this acknowledgement will be construed to grant any right or license to me or any employer with respect to data or information disclosed by Hotel, or any patent, trademark, copyright, trade secret, or other intellectual property right owned, held or controlled by Hotel. As between me, my employer and Hotel, all rights (including the right to reproduce, distribute, extract, or disclose to other persons or entities), title, and interest in and to any such data, information and intellectual property belong exclusively to and shall remain exclusively with Hotel.

Ownership of Work

I agree that all right, title and interest (including but not limited to copyright and patent rights) in all work, products (including without limitation; marks, computer programs and documentation, photographs, logos, designs, drawings, artistic and graphical works, reports, data, information, other works of authorship, and inventions, if any) made by me or my employer, or its suppliers or contractors, during performance of services for Hotel (all such works hereinafter "Work Products") will be as set forth in the agreement between my employer and Hotel. I will not assert any rights in the Work Product inconsistent with any such agreement and hereby assign any rights I have in such Work Products as necessary to give effect to such agreement. If no such agreement exists, or if such agreement does not cover intellectual property rights, I hereby assign any such rights to Hotel. Hotel may register, record, and otherwise perfect title to and ownership of all Work Products in Hotel's own name. I agree to execute such documents and otherwise provide such assistance, as Hotel may reasonably request, at Hotel's expense, to accomplish the purposes of this paragraph.

By signing the first page of this document I certify that I have read and understand all the information contained in this acknowledgement and that I agree to comply with its provisions. I recognize that if I fail to comply with this agreement, Hotel may terminate its relationship with my employer and me and exercise other legal remedies to protect its rights.

Date: \_\_\_\_\_, 201\_\_\_\_

Company Employee: \_\_\_\_\_

Signature: \_\_\_\_\_