

## RESTAURANT EMPLOYMENT CONTRACT

This RESTAURANT EMPLOYMENT CONTRACT (the “**Contract**”) is entered into \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (the “**Restaurant**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (the “**Employee**”), (collectively the “**Parties.**”),

The Provider agrees to provide the following services for Client subject to the following terms and conditions:

Restaurant is engaged in the business of providing casual food service to dining patrons. Employee will primarily perform the job duties at the following location: \_\_\_\_\_.

Restaurant desires to have the services of Employee.

Employee is an at will employee of Restaurant. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

EMPLOYMENT. Restaurant shall employ Employee as a(n) \_\_\_\_\_. Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Restaurant and Restaurant's supervisory personnel. Employee shall provide to Restaurant the following services: \_\_\_\_\_

Employee shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to Employee from time to time by Restaurant.

BEST EFFORTS OF EMPLOYEE. Employee agrees to perform faithfully, industriously, and to the best of Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Restaurant. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Restaurant may require from time to time.

COMPENSATION OF EMPLOYEE. As compensation for the services provided by Employee under this Contract, Restaurant will pay Employee an annual salary of \$\_\_\_\_\_ payable semi-monthly on the first day and the fifteenth day of the month and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that Employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Employee has not yet been paid, and for any commission earned in accordance with Restaurant's customary procedures, if applicable. Accrued vacation will be paid in accordance with state law and Restaurant's customary procedures. This section of the Contract is included only for accounting

and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

**EXPENSE REIMBURSEMENT.** Restaurant will reimburse Employee for "out-of-pocket" expenses incurred by Employee in accordance with Restaurant's policies in effect from time to time.

**RECOMMENDATIONS FOR IMPROVING OPERATIONS.** Employee shall provide Restaurant with all information, suggestions, and recommendations regarding Restaurant's business, of which Employee has knowledge, that will be of benefit to Restaurant.

**CONFIDENTIALITY.** Employee recognizes that Restaurant has and will have information regarding the following: inventions - processes - copyrights - customer lists - business affairs - future plans and other vital information items (collectively, "Information") which are valuable, special and unique assets of Restaurant. Employee agrees that Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of Restaurant. Employee will protect the Information and treat it as strictly confidential. A violation by Employee of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

**UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that Employee has disclosed (or has threatened to disclose) Information in violation of this Contract, Restaurant shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Restaurant shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT.** The confidentiality provisions of this Contract shall remain in full force and effect for a period of 2 years after the voluntary or involuntary termination of Employee's employment. During such period, neither party shall make or permit the making of any public announcement or statement of any kind that Employee was formerly employed by or connected with Restaurant.

**NON-COMPETE AGREEMENT.** Employee recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to Employee, Employee agrees and covenants that during his or her employment by Restaurant and for a period of 2 years following the termination of Employee's employment, whether such termination is voluntary or involuntary, Employee will not directly or indirectly engage or do business with the following competitor(s): \_\_\_\_\_. This covenant shall apply to the geographical area that includes the area within a \_\_\_\_\_ mile radius of \_\_\_\_\_. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Restaurant for the benefit of a third party that is engaged in such business.

Employee agrees that this non-compete provision will not adversely affect Employee's livelihood.

EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. Employee shall not have the right to make any contracts or commitments for or on behalf of Restaurant without first obtaining the express written consent of Restaurant.

BENEFITS. Employee shall be entitled to employment benefits, as provided by Restaurant's policies in effect during the term of employment. These benefits include: -  
\_\_\_\_\_.

TERM/TERMINATION. Employee's employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by Restaurant upon \_\_\_\_\_ days written notice, and by Employee upon \_\_\_\_\_ days written notice. If Employee is in violation of this Contract, Restaurant may terminate employment without notice and with compensation to Employee only to the date of such termination. The compensation paid under this Contract shall be Employee's exclusive remedy.

COMPLIANCE WITH EMPLOYER'S RULES. Employee agrees to comply with all of the rules and regulations of Restaurant.

RETURN OF PROPERTY. Upon termination of this Contract, Employee shall deliver to Restaurant all property which is Restaurant's property or related to Restaurant's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Employee's possession or under Employee's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by Employee.

NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows: Employer:  
\_\_\_\_\_  
Employee:  
\_\_\_\_\_. Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such

provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

APPLICABLE LAW. This Contract shall be governed by the laws of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE FIRST WRITTEN ABOVE.

**[RESTAURANT]**

**[EMPLOYEE]**

\_\_\_\_\_  
BY:  
ITS:

\_\_\_\_\_  
BY:  
ITS: