THIS AGREEMENT made as of the \_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ , between Devil Dawgs Concessions Inc, and having its principal place of business at 25635 Co Rd 222, Bremen, Al 35033 (the "Employer"); and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Employee"). WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth. IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

\_\_\_ 1. Employment: The Employee agrees that he/she will at all times faithfully, industriously, and to the best of his/her skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his/her assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

\_\_\_\_2. Position Title: As a Food trailer emloyee , the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner:

(a)- Set up food trailer.

(b) –Prepare and serve food.

(c) – Ensure safety standards are maintained while food is being cooked and food is cooked to the proper internal temperature.

(d) -Clean as you go and clean up after service is complete.

(e) –Operate point of sale system, handle cash and take card payments.

(f) Other duties as may arise from time to time and as may be assigned to the employee.

\_\_\_\_\_**Acknowledge** **Employment in the food trailers may require you to work around hot fryer oil, open flame, hot liquids an food, hot pans and utensils, lift more than 50 pounds (with assistance), sharp knives, cleaning chemicals, interacting with the public, handling cash and credit cards, and operate a point of sale system. The food trailers are hot, loud and a fast-paced environment. A fast-paced work environment is an environment in which employees are asked to balance many tasks back–to-back or simultaneously. There is very little downtime, and employees are asked to go full speed all day long.**

\_\_\_3. Compensation:

(a) As full compensation for all services provided the employee shall be paid at the rate of \_\_\_\_\_ per hour. NO minimum hours guaranteed. Such payments shall be subject to normal required deductions by the Employer and each employee will receive a W2.

(b) Payroll will be executed on Friday of each week via direct deposit.

(c) The compensation mentioned in paragraph (3)(a) shall be review on an annual basis.

(d) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

\_\_\_\_4. Vacation:

No Employee shall be entitled to paid vacations. Employees shall notify Employer of any time needed off at least 2 weeks in advance.

\_\_\_\_5. Benefits:

The Employer shall **NOT** at its expense provide the Employee with Health insurance. Health insurance will be maintained by Employee at Employee’s own expense. Worker comp will be maintained for W2 employees.

\_\_\_\_6. Probation Period:

It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

\_\_\_\_7. Performance Reviews:

The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

\_\_\_\_8. Termination:

(a) The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.

(b) The Employer may terminate this Agreement and the Employee’s employment at any time, without notice or payment in lieu of notice, for sufficient cause.

(c) The employee agrees to return any property of Devil Dawgs Concessions Inc at the time of termination.

\_\_\_\_9. Dress Code:

Shirt- (one) company shirt will be provided, additional shirts may be purchased.

Shoes- flat, closed toe shoes are a must, we suggest slip-resistant soles to prevent falls.

Pants or shorts – Pants are preferred for safety, but shorts may be worn.

Hats or hairnets – a hat or hairnet is required.

Aprons- aprons will be provided.

\_\_\_\_9. Independent Legal Advice:

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

(a) The Employee has had such independent legal advice prior to executing this agreement, or; (b) The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

\_\_\_\_\_10. Entire Agreement This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

\_\_\_\_11. Severability:

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of employee] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Signature of Employee] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Employer Rep] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_