

Employment Contract

This Employment Contract (this "Contract") is made effective as of March 18, 2022, by and between Baobeque and EmployeeName.

- A. Baobeque is engaged in the business of Food Service. EmployeeName will primarily perform the job duties at the following location: Campbell, California.
- B. Baobeque desires to have the services of EmployeeName.
- C. EmployeeName is an at will employee of Baobeque. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. **EMPLOYMENT.** Baobeque shall employ EmployeeName as a(n) Part-Time Associate. EmployeeName shall provide to Baobeque duties as needed. EmployeeName accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Baobeque and Baobeque's supervisory personnel.
2. **BEST EFFORTS OF EMPLOYEE.** EmployeeName agrees to perform faithfully, industriously, and to the best of EmployeeName'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 Baobeque. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Baobeque may require from time to time.
3. **OWNERSHIP OF SOCIAL MEDIA CONTACTS.** Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of Baobeque are the property of Baobeque.
4. **COMPENSATION OF EMPLOYEE.** As compensation for the services provided by EmployeeName under this Contract, Baobeque will pay EmployeeName \$18.00 per hour. This amount shall be paid weekly, no later than one days after the payroll period that ended on the preceding Thursday and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that EmployeeName shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which EmployeeName has not yet been paid, and for any commission earned in accordance with Baobeque's customary procedures, if applicable. 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.
5. **EXPENSE REIMBURSEMENT.** Baobeque will reimburse EmployeeName for "out-of-pocket" expenses incurred by EmployeeName in accordance with Baobeque's policies in effect from time to time.
6. **RECOMMENDATIONS FOR IMPROVING OPERATIONS.** EmployeeName shall provide Baobeque with all information, suggestions, and recommendations regarding Baobeque's business, of which EmployeeName has knowledge, that will be of benefit to Baobeque.

7. **EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** EmployeeName shall not have the right to make any contracts or commitments for or on behalf of Baobeque without first obtaining the express written consent of Baobeque.
8. **BENEFITS.** EmployeeName shall be entitled to employment benefits, as provided by Baobeque's policies in effect during the term of employment. These benefits include:
 - One free meal per market shift.
 - Workman's comp coverage.
 - Shared tips.
9. **TERM/TERMINATION.** EmployeeName's employment under this Contract shall be for an unspecified term on an "at will" basis. If EmployeeName is in violation of this Contract, Baobeque may terminate employment without notice and with compensation to EmployeeName only to the date of such termination. The compensation paid under this Contract shall be EmployeeName's exclusive remedy.
10. **COMPLIANCE WITH EMPLOYER'S RULES.** EmployeeName agrees to comply with all of the rules and regulations of Baobeque.
11. **RETURN OF PROPERTY.** Upon termination of this Contract, EmployeeName shall deliver to Baobeque all property which is Baobeque's property or related to Baobeque's business (including keys, records, notes, data, and equipment) that is in EmployeeName's possession or under EmployeeName's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by EmployeeName. Items that are explicitly given to EmployeeName by Baobeque as personal property (e.g. personal uniform items) shall remain the sole property of EmployeeName and do not need to be returned.
12. **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 emailed to the following address:

Employer:
Baobeque
John McNelly, Co-Owner
baobeque@gmail.com

Employee:
EmployeeName
EmployeeEmail@email.com

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

13. **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.
14. **AMENDMENT.** This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.
15. **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.

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16. **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.
17. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of California.
18. **SIGNATORIES.** This Contract shall be signed by John McNelly, Co-Owner, and Caitlin Hogan, Co-Owner, on behalf of Baobeque and by EmployeeName in an individual capacity. This Contract is effective as of the date first above written.

Signed: _____ Date: _____
John McNelly
Co-Owner

Signed: _____ Date: _____
Caitlin Hogan
Co-Owner

Signed: _____ Date: _____
Associate