**Restaurant Employment Agreement**

This Restaurant Employment Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Employee”) and **Biscuit Makers, LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Employee and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers employment in the restaurant industry and the Employee desires to be employed by the Company to provide such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** On designated days and times to be determined by a schedule prepared by the Company, the Employee will work the designated shift(s) providing food service support (the “Services”) at an establishment located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name (if different than contracting entity name), street address, city, zip information]* (the “Property”). More specifically, the Employee is being hired in the primary role as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert server, line cook, dishwasher, bartender, front of the house, etc. or whatever other services they will provide at the establishment]*.
2. **PAYMENT.** The Employee shall be paid a rate of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per hour *[insert hourly rate – Nine Dollars ($9.00)]* by the Company for performance of the Services (“Payment”). The Employee is being hired to work less than forty (40) hours per week in this capacity and, therefore, will not be provided with Company-funded insurance benefits. Any “tips” received by the Employee from customers for the performance of the Services above and beyond payment of the bill shall be reported to the Company and either become the property of the Employee or distributed according to internal Company policy. The Employee shall be paid in accordance with the payroll schedule implemented by the Company.
3. **OVERTIME**. From time to time, there may be an opportunity to work overtime hours or extended hours. Should the Employee at the time of request by the Company accept such additional Services, the Employee will earn their standard hourly rate, assuming the additional Services fall within their normal weekly allowance of hours allowable by law. If it is outside of the normal weekly allowance of hours, the Employee shall be paid by the Company at one and one half (1 ½) times the standard rate. Should the Employee be requested by the Company to cover a shift for another employee who is out or be contacted to work additional hours, the Parties acknowledge that it is in Employee’s sole decision whether or not to work those additional hours. The Employee shall not be subject to retaliation, threat of unemployment, etc. if the Employee does not accept additional hours.
4. **CHANGE REQUEST.** If, after the current schedule is released, the Employee realizes he/she cannot work that schedule for whatever reason, he/she needs to bring that conflict to the attention of a direct manager or supervisor as soon as practically possible so that alternate arrangements for coverage may be finalized.
5. **EMPLOYEES**. The Company shall assign all Employees a mix of shifts based on the needs of the Property during work hours to maximize profitability and increase revenue stream. The Company reserves the right to change any Employee assignment and substitute another Employee at any time due to illness or other emergency. Employees shall wear a uniform of white shirt and black pants *[or other uniform colors as desired]*. Employees shall be allowed a 15-minute break for every four (4) hours of work and one half hour (1/2) for a lunch break should the Services be performed for more than eight (8) hours. – **This will need adjusted based on your state’s food service industry laws.** No smoking is allowed by the Employee except in an outside location reasonably away from any entrance to the Property and only in designated areas. Employees are expected to adhere to all rules implemented by the Company (whether contained within this Agreement or not).
	1. **Confidentiality**. Employees may, during the performance of the Services, overhear or be privy to business or propriety information discussed. Such information shall remain confidential and shall survive the termination of this Agreement.
	2. **ServSafe Certification**. The Employee affirms that he/she has successfully completed at least one (1) ServSafe program and the certification is current to date. The Employee will provide any copies such certificates to the Company upon request. **Delete this paragraph if the employee DOES NOT have any ServSafe certifications.**

**\*\*\*below Bartending section should only be included if your establishment is properly licensed to have a bar and serve alcohol\*\*\***

1. **BARTENDING**. Should the Employee be hired to perform bartending services, the Company shall confirm that the Employee is aware of and shall adhere to all local liquor laws without exception. The Employee shall be allowed to display a “tip jar” located in the bar area of the Property and shall be reported to the Company and either become the property of the Employee or distributed according to internal Company policy. The Employee shall not drink any alcoholic beverages during the performance of the Services regardless as to whether such alcohol was bought by the Employee or bought by a guest of the Property. The Employee shall wear a uniform of white shirt and black pants.

The Employee shall, in the bartending capacity, perform the usual and customary responsibilities of a bartender including, but not limited to, mixing and serving alcoholic and non-alcoholic drinks, preparing appropriate drink garnishes, inventory of all types and brands of alcohol (liquors, beers, wines, ciders, etc.) and supplies, and all miscellaneous bar responsibilities.

It will be the primary responsibility of the Employee performing bartending services to ensure that no underage patrons are allowed to purchase or are served alcoholic beverages from the bar area. Proper photo identification may be requested as proof of age. Additionally, the Employee shall be expected to use his/her sole discretion and best judgment as to the service of alcohol to any individual and when to cease service to any individual.

1. **LAWS AND PERMITS**. The Company shall be responsible for the acquisition of all licenses and/or permits required to provide the Services. Additionally, it is the responsibility of the Company to comply with all regulations of state and local health departments in the service of food products and to make the Company’s employees aware of and abide by such regulations.
2. **BACKGROUND CHECK; CRIMINAL RECORD**. A condition of employment shall be a fully vetted and acceptable background check, along with any international, federal, state, and local searches deemed necessary. The Employee shall have no criminal history relating to assault, sexual assault, sexual battery, child abuse, violence directed at children, and is not listed as a sex offender on either a federal or state-based registry. Additionally, no criminal history that relates to theft or dishonesty shall be allowed. If such history is discovered after the start of employment, the Employee shall be immediately terminated. For purposes of federal immigration law, the Company affirms that the Employee has provided the Company with documentary evidence of identity and eligibility for employment in the United States.
3. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. Additionally, the Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Employee. The Company shall cooperate fully in providing the Employee with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate providing coverage for, among other things, liquor liability *[if applicable at the establishment]*, worker’s compensation (or alternatively, a business owners’ policy which covers general liability, workers’ compensation, and commercial property insurance). All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected.

1. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company and the proceeding is not dismissed within sixty (60) days of commencement.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law
4. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“EMPLOYEE”**

 **JOHN DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“COMPANY”**

 **BISCUIT MAKERS, INC./LLC**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Authorized Company Representative

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name of Authorized Company Representative