**The Folde - Employment Contract**

This contract, dated on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 20\_\_\_\_, is made between The Folde and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_, Texas. This document constitutes an employment agreement between these two parties and is governed by the laws of The State of Texas.

WHEREAS the Employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

1. **Employment**

The Employee agrees that he or she will faithfully and to the best of their ability carry out the duties and responsibilities communicated to them by the Employer. The Employee shall comply with all company policies, rules and procedures at all times. See Exhibit A for details surrounding the employees required duties, which were agreed upon between the Employee and the Employer.

1. **Position**

As a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, it is the duty of the Employee to perform all essential job functions and duties. From time to time, the Employer may also add other duties within the reasonable scope of the Employee’s work.

1. **Compensation**

As compensation for the services provided, the Employee shall be paid a wage of $\_\_\_\_\_\_\_\_\_\_\_ per hour and will be subject to monthly testing and quarterly performance reviews. All payments shall be subject to mandatory employment deductions (State & Federal Taxes, Social Security, Medicare).

1. **Benefits**

The Employee has the right to participate in any benefits plans offered by the Employer. The employer currently offers no benefits.

1. **Termination**

It is the intention of both parties to form a long and mutually profitable relationship. However, this relationship may be terminated by either party at any time.

The Employee agrees to return any Employer property upon termination.

1. **Non-Competition and Confidentiality**

As an Employee, you will have access to confidential information that is the property of the Employer. You are not permitted to disclose this information outside of the Company.

During your time of Employment with the Employer, you may not engage in any work for another Employer that is related to or in competition with the Company. You will fully disclose to your Employer any other Employment relationships that you have and you will be permitted to seek other employment provided that (a.) it does not detract from your ability to fulfill your duties, and (b.) you are not assisting another organization in competing with the employer.

It is further acknowledged that upon termination of your employment, you will not solicit business from any of the Employer’s clients for a period of at least one calendar year.

1. **Entirety**

This contract represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This agreement may be modified at any time, provided the written consent of both the Employer and the Employee.

1. **Legal Authorization**

The Employee agree that he or she is fully authorized to work in The United States of America and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

1. **Severability**

The parties agree that if any portion of this contract is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

1. **Jurisdiction**

This contract shall be governed, interpreted, and construed in accordance with the laws of The State of Texas.

In witness and agreement whereof, the Employer has executed this contract with due process through the authorization of official company agents and with the consent of the Employee, given here in writing.

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

**Employee Signature** **Date**

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

**Company Official Signature** **Date**

**EXHIBIT A**

**A1 – Schedule**

The Employee agrees to arrive and depart for work at The Folde as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Day** | **Arrival** | **Departure** | **Employee Initials** |
| Monday |  |  |  |
| Tuesday |  |  |  |
| Wednesday |  |  |  |
| Thursday |  |  |  |
| Friday |  |  |  |
| Saturday |  |  |  |
| Sunday |  |  |  |

Any work performed outside of these hours is not considered overtime but will be paid out at the Employee’s agreed upon pay rate. Overtime will be paid out as necessary for any week the employee works more than 40 hours. Employees are expected to be regular and punctual in attendance. This means being on-site, ready to work, at starting time each day. Absenteeism and tardiness burden other employees and the company.

**A2 – Testing (Production Staff)**

The employee agrees to undergo team product testing at a rate of \_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This testing is subject to change on a regular basis and will be under the supervision of the City Operations Director. The City Operations Director will evaluate your work and grade on various categories. Any changes to testing will be made available to the employee subject to testing. Employee will be notified of testing days prior to the day of the test.

Employee Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A3 – Quarterly Review**

The employee agrees to be subject to a quarterly review. Quarterly Reviews will be performed by either the Production Manager or the Operations Manager at this location. All quarterly reviews will be given to the City Operations Director for evaluation.

Employee Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A4 – Supervisors**

The employee agrees to recognize the following individuals as direct supervisors:

Supervisor 1 Name:

Supervisor 1 Title:

Supervisor 2 Name:

Supervisor 2 Title:

Employee Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A5 – Expectations**

The employee understands that as experienced is gained, expectations may change. That written, the employee recognizes the initial expectations below are expected to be followed throughout employment at The Folde:

1. Be on time and leave appropriately.
2. Be willing to learn every day. Training is a big part of our success.
3. Be respectful of your other team members.

Employee Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A6 – Conduct**

The employee understands that conduct detrimental to the team will be handled on a case-by-case basis. However, the following policy will apply relating to poor conduct:

1. Verbal Warning
2. Written Warning
3. Termination

Employee Initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_