

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 BRISCH 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 1/2) 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.