

## **EMPLOYMENT CONTRACT**

**This Employment Contract (this "Contract") is made effective as of March 27, 2025, by and between Sara Rojas of SaraRojas Fitness, 412 E Madison St, Tampa, Florida 33602 and Maris Ayala of 260 Clinton Ave, Jersey City, New Jersey 07304.**

**A. Sara Rojas is engaged in the business of Health & Fitness. Maris Ayala will primarily perform the job duties at the following location: 260 Clinton Ave, Jersey City, New Jersey 07304.**

**B. Sara Rojas desires to have the services of Maris Ayala.**

**C. Maris Ayala is an at will employee of Sara Rojas. Either party is able to terminate the employment agreement at any time.**

**Therefore, the parties agree as follows:**

**1. EMPLOYMENT.** Sara Rojas shall employ Maris Ayala as a(n) Virtual Assistant.

Maris Ayala shall provide to Sara Rojas duties as needed as from 6am to 3pm, overtime may apply for which employee will be duly compensated, Mondays through Fridays. Maris Ayala accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Sara Rojas and Sara Rojas's supervisory personnel.

**2. BEST EFFORTS OF EMPLOYEE.**

Maris Ayala agrees to perform faithfully, industriously, and to the best of Maris Ayala '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 Sara Rojas. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Sara Rojas may require from time to time.

**3. COMPENSATION OF EMPLOYEE.**

As compensation for the services provided by Maris Ayala under this Contract, Sara Rojas will pay Maris Ayala \$200.00 per day through check deposits. The accumulated amount shall be paid bi-weekly in accordance with Sara Rojas's usual payroll procedures. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that Maris Ayala shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Maris Ayala has not yet been paid, and for any commission earned in accordance with Sara Rojas'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.

#### **4. EXPENSE REIMBURSEMENT.**

**Sara Rojas will reimburse Maris Ayala for the following "out-of-pocket" expenses in accordance with Sara Rojas policies in effect from time to time:**

- postage**
- professional dues and expenses**
- cost of job-related education, excluding textbooks, if course work is successfully completed.**

#### **5. RECOMMENDATIONS FOR IMPROVING OPERATIONS.**

**Maris Ayala shall provide Sara Rojas with all information, suggestions, and recommendations regarding Sara Rojas's business, of which Maris Ayala has knowledge, that will be of benefit to Sara Rojas.**

#### **6. TERM/TERMINATION.**

**Maris Ayala's employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by Sara Rojas upon 5 days written notice, and by Maris Ayala upon 5 days written notice. If Sara Rojas shall so terminate this Contract, Maris Ayala shall be entitled to compensation for 1 week beyond the termination date of such termination, unless Maris Ayala is in violation of this Contract. If Maris Ayala is in violation of this Contract, Sara Rojas may terminate employment without notice and with compensation to Maris Ayala only to the date of such termination. The compensation paid under this Contract shall be Maris Ayala's exclusive remedy.**

#### **7. TERMINATION FOR DISABILITY.**

**Sara Rojas shall have the option to terminate this Contract, if Maris Ayala becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Sara Rojas shall exercise this option by giving 5 days written notice to Maris Ayala.**

#### **8. COMPLIANCE WITH EMPLOYER'S RULES.**

**Maris Ayala agrees to comply with all of the rules and regulations of Sara Rojas.**

#### **9. RETURN OF PROPERTY.**

**Upon termination of this Contract, Maris Ayala shall deliver to Sara Rojas all property which is Sara Rojas's property or related to Sara Rojas's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Maris Ayala's possession or under Maris Ayala's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by Maris Ayala.**

#### **10. 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 deposited in the United States mail, postage paid, addressed as follows:**

**Employer:**

**Sara Rojas**

**SaraRojas Fitness**

**412 E Madison St**

**Tampa, Florida 33602**

**Employee:**

**Maris Ayala**

**260 Clinton Ave**

**Jersey City, New Jersey 07304**

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

#### **11. 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.**

#### **12. AMENDMENT.**

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

#### **13. 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.**

#### **14. 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.**

#### **15. SIGNATORIES.**

**This Contract shall be signed by Sara Rojas and by Maris Ayala in an individual capacity. This Contract is effective as of the date first above written.**

---

**Sara Rojas**

**Date:** \_\_3/27/2025\_\_

---

**Maris Ayala**

**Date:** \_\_\_\_\_