

## ***EMPLOYMENT CONTRACT***

This Employment Contract (this "Contract") is made effective as of April 02, 2019, by and between Harrowing Heights of 301 Daniel Hall, Clemson, South Carolina, 29631 and

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_.

A. Harrowing Heights is engaged in the business of Amusement Park. \_\_\_\_\_  
will primarily perform the job duties at the following location: Socorro Island, Mexico,  
\_\_\_\_\_.

B. Harrowing Heights desires to have the services of \_\_\_\_\_.

C. \_\_\_\_\_ is an at will employee of Harrowing Heights. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** Harrowing Heights shall employ \_\_\_\_\_ as a(n) Stand Assistant. \_\_\_\_\_ shall provide to Harrowing Heights duties as needed. \_\_\_\_\_ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Harrowing Heights and Harrowing Heights's supervisory personnel.

**2. BEST EFFORTS OF EMPLOYEE.** \_\_\_\_\_ agrees to perform faithfully, industriously, and to the best of \_\_\_\_\_'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 Harrowing Heights. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Harrowing Heights may require from time to time.

**3. COMPENSATION OF EMPLOYEE.** As compensation for the services provided by \_\_\_\_\_ under this Contract, Harrowing Heights will pay \_\_\_\_\_ an annual salary of \$45,000.00 payable in accordance with Harrowing Heights's usual payroll procedures and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that \_\_\_\_\_ shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which \_\_\_\_\_ has not yet been paid, and for any commission earned in accordance with Harrowing Heights'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.** Harrowing Heights will reimburse \_\_\_\_\_

for "out-of-pocket" expenses incurred by \_\_\_\_\_ in accordance with Harrowing Heights's policies in effect from time to time.

**5. NON-COMPETE AGREEMENT.** \_\_\_\_\_ recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to \_\_\_\_\_, \_\_\_\_\_ agrees and covenants that during his or her employment by Harrowing Heights and for a period of six months following the termination of \_\_\_\_\_'s employment, whether such termination is voluntary or involuntary, \_\_\_\_\_ will not directly or indirectly engage in any business competitive with Harrowing Heights.

This covenant shall apply to the geographical area that includes coast of Mexico including Socorro Island. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Harrowing Heights for the benefit of a third party that is engaged in such business. \_\_\_\_\_ agrees that this non-compete provision will not adversely affect \_\_\_\_\_'s livelihood.

**6. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.**

\_\_\_\_\_ shall not have the right to make any contracts or commitments for or on behalf of Harrowing Heights without first obtaining the express written consent of Harrowing Heights.

**7. BENEFITS.** \_\_\_\_\_ shall be entitled to employment benefits, as provided by Harrowing Heights's policies in effect during the term of employment. These benefits include:

**8. TERM/TERMINATION.** \_\_\_\_\_'s employment under this Contract shall be for an unspecified term on an "at will" basis. If \_\_\_\_\_ is in violation of this Contract, Harrowing Heights may terminate employment without notice and with compensation to \_\_\_\_\_ only to the date of such termination. The compensation paid under this Contract shall be \_\_\_\_\_'s exclusive remedy.

**9. TERMINATION FOR DISABILITY.** Harrowing Heights shall have the option to terminate this Contract, if \_\_\_\_\_ becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Harrowing Heights shall exercise this option by giving 28 days written notice to \_\_\_\_\_.

**10. COMPLIANCE WITH EMPLOYER'S RULES.** \_\_\_\_\_ agrees to comply with all of the rules and regulations of Harrowing Heights.

**11. RETURN OF PROPERTY.** Upon termination of this Contract, \_\_\_\_\_ shall deliver to Harrowing Heights all property which is Harrowing Heights's property or related to Harrowing Heights's business (including keys, records, notes, data, memoranda, models, and

equipment) that is in \_\_\_\_\_'s possession or under \_\_\_\_\_'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by \_\_\_\_\_.

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

Employer:

Harrowing Heights  
Thomas Snell  
Human Resources Manager  
301 Daniel Hall  
Clemson, South Carolina 29631

Employee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

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.

**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 South Carolina.

**18. SIGNATORIES.** This Contract shall be signed by Joshua Isaacks, Personnel Director on behalf of Harrowing Heights and by \_\_\_\_\_ in an individual capacity. This Contract is effective as of the date first above written.

\_\_\_\_\_  
Joshua Isaacks, Personnel Director  
Harrowing Heights

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

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

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