***NEW YORK EMPLOYMENT AGREEMENT***

This Employment Agreement (this "Agreement") is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between Jobsite Labor Force Works, LLC of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New York, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

A. Jobsite Labor Force Works, LLC is engaged in the business of providing construction labor services. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will primarily perform the job duties at the following location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New York.

B. Jobsite Labor Force Works, LLC desires to have the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

C. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is an at will employee of Jobsite Labor Force Works, LLC. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** Jobsite Labor Force Works, LLC shall employ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a(n) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall provide to Jobsite Labor Force Works, LLC duties as needed. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Jobsite Labor Force Works, LLC and Jobsite Labor Force Works, LLC'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 Agreement, to the reasonable satisfaction of Jobsite Labor Force Works, LLC. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Jobsite Labor Force Works, LLC may require from time to time.

**3. COMPENSATION OF EMPLOYEE.** As compensation for the services provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under this Agreement, Jobsite Labor Force Works, LLC will pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $0.00 per hour. This amount shall be paid every two weeks, no later than five days after the payroll period that ended on the preceding Friday and subject to applicable federal, state, and local withholding. Upon termination of this Agreement, 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 Jobsite Labor Force Works, LLC's customary procedures, if applicable. This section of the Agreement 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.** Jobsite Labor Force Works, LLC will reimburse \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for "out-of-pocket" expenses incurred by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with Jobsite Labor Force Works, LLC's policies in effect from time to time.

**5. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall not have the right to make any contracts or commitments for or on behalf of Jobsite Labor Force Works, LLC without first obtaining the express written consent of Jobsite Labor Force Works, LLC.

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

**7. COMPLIANCE WITH EMPLOYER'S RULES.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to comply with all of the rules and regulations of Jobsite Labor Force Works, LLC.

**8. RETURN OF PROPERTY.** Upon termination of this Agreement, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall deliver to Jobsite Labor Force Works, LLC all property which is Jobsite Labor Force Works, LLC's property or related to Jobsite Labor Force Works, LLC'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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**9. NOTICES.** All notices required or permitted under this Agreement 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:

Jobsite Labor Force Works, LLC

President

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New York \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee:

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

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

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

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

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

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

**12. SEVERABILITY.** If any provisions of this Agreement 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.

**13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement 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 Agreement.

**14. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New York.

**15. SIGNATORIES.** This Agreement shall be signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, President on behalf of Jobsite Labor Force Works, LLC and by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in an individual capacity. This Agreement is effective as of the date first above written.

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|  |  |
| By: s\_Af\_Employer\_Signer\_Name\_Name\_ | Date: d\_Af\_Employer\_Signer\_Name\_Date\_ |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, President

Jobsite Labor Force Works, LLC

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_Employee\_Name\_Name\_ | Date: d\_Af\_Employee\_Name\_Date\_ |

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