**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

**BETWEEN**:

**[EMPLOYEE NAME]**, an individual with an address of

[EMPLOYEE ADDRESS]

(the “Employee”)

**AND:**

**Barriere Gym and Fitness Ltd.**, a company duly incorporated under the laws

of the Province of British Columbia, with a registered address at

4&5 4353 Conner Road, Barriere, B.C. V0E 1E0

(the “Company”)

(collectively referred to as the “Parties”)

**WHEREAS:**

A. The Company operates a gym and fitness centre at 4&5 4353 Conner Road, Barriere, B.C. (the “Gym”); and

B. The Employee desires to be employed by the Company, and the Company desires to employ the Employee, based upon the terms and conditions set forth in this Agreement.

**THEREFORE**, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

1. **Term**
   1. The Employee’s employment under this Agreement shall commence as of the date of this Agreement and shall continue to remain in effect unless terminated in accordance with the termination provisions of this Agreement.
2. **Position and Duties**
   1. The Employee shall be employed in the position of [POSITION TITLE].
   2. The Employee’s duties and responsibilities are set out in Schedule “A”, which is attached to and forms part of this Agreement (the “Duties”). The Company may assign other reasonable positions, duties and responsibilities to the Employee from time to time, consistent with the Employee’s qualifications and experience.
   3. The Employee represents and warrants to the Company that the Employee has the required skills, abilities, expertise, qualifications and experience to perform the Duties and exercise the responsibilities that shall be required of the Employee under this Agreement.
3. **Performance Standards**
   1. The Employee agrees that during their employment with the Company they shall:
4. provide their best efforts, skills and talents to the operations of the Company during working hours;
5. diligently and to the best of their abilities perform the Duties and exercise the responsibilities assigned to them from time to time by the Company;
6. deal at all times in good faith with the Company and its employees, customers, and suppliers;
7. abide by the Company’s rules, regulations, policies and practices as provided by the Company and amended from time to time; and
8. act and conduct themselves at all times in the best interests of the Company.

1. **Probationary Period**
   1. The Employee will be on probation for the first three (3) months of employment (the “Probationary Period”). The Company may terminate the Employee’s employment at any time prior to completion of the Probationary Period, without notice, or any payment in lieu thereof, for any reason. If the Employee is terminated at any time during the Probationary Period, the Employee acknowledges and agrees that they will have no further entitlement to any additional damages, reasonable notice of termination or severance payments under the common law or in equity, arising out of the termination of employment.
2. **Compensation**
   1. The Company shall pay the Employee bi-weekly at a rate of $\_\_\_\_ per hour, less deductions required by law (the “Wage”).
   2. The Wage may be reviewed by the Parties from time to time and modified by mutual agreement or at the sole discretion of the Company.
   3. The Company will reimburse any expenses arising directly out of the employment, so long as the expenses were authorized prior to being incurred and appropriate receipts were provided to Company.
3. **Hours and Place of Work**
   1. The Employee shall be employed on a full-time basis with hours generally between 9am to 5pm, Monday to Friday. Their work shall be performed at the Gym.
   2. The Employee acknowledges that their hours of work may vary and may be irregular, and that the Employee’s hours of work will be those required to meet the objectives of their position.
4. **Vacation and Benefits**
   1. The Employee shall be entitled to annual vacation pursuant to the provisions of the British Columbia *Employment Standards Act*, as amended from time to time (the “Act”). Vacation pay shall be calculated at the rate of four percent (4%) of the Employee’s total earnings, which will be paid out upon approved vacation requests.
   2. The Employee shall give reasonable notice to the Company of any desired vacation time, which shall be subject to approval by the Company, such approval not to be unreasonably withheld.
5. **Termination of Employment**
   1. The Employee may terminate their employment at any time by providing the Company with fourteen (14) days’ notice in writing. The Company may elect to ask the Employee to leave prior to the effective resignation date provided by the Employee, and in such circumstances, the Company shall pay the Employee any accrued amounts up to and including the resignation date initially provided by the Employee.
   2. The Company may terminate this Agreement at any time without any notice, payment in lieu of notice, or severance compensation, for cause.
   3. Following the Probationary Period, the Company may terminate this Agreement without cause, and without further obligation, by providing the Employee with working notice of termination (“Notice Period”) or, in the Company’s sole discretion, payment in lieu of notice, or a combination thereof, in an amount limited to the minimum required by the Act.
   4. The Employee acknowledges and agrees that the notice or payment in lieu of notice provided to him in accordance with this Agreement is in complete satisfaction of all contractual, statutory, or common law notice requirements in law or in equity, and that the Employee is not entitled to any additional notice or damages arising from the termination of their employment.
   5. If the Company elects to provide all or part of the Notice Period by way of a payment or payments in lieu of notice the payment in lieu shall be based solely on the Employee’s Wage and any accrued and outstanding vacation pay.
   6. Upon termination for any reason, the Employee shall immediately return to the Company all Company property, including without limitation any equipment, keys, or documents.
6. **Confidentiality**
   1. The Employee acknowledges that the Company may provide the Employee access to information which is not generally known by persons outside the Company including, but not limited to, information (printed, electronic or otherwise) pertaining to the Company’s employees, contractors, clients, customers, suppliers, agents, contracts, facilities, past, present, future and contemplated assets, equipment, operations, records, finances, sales, pricing, costing, accounts, products, services, trade secrets, inventions, innovations, processes, methods, procedures, policies, routines, strategies, marketing plans, and business plans (the “Confidential Information”).
   2. The Employee agrees that they will not, except as required by law, either during the term of their employment with the Company or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes of the Company, any Confidential Information.
   3. Upon termination of this Agreement for any reason, the Employee shall return all Confidential Information to the Company or, at the Company’s request, destroy copies of Confidential Information in the Employee’s possession and provide proof of such destruction.
7. **Injunctive Relief**

11.1 The Employee agrees that a breach of the covenants set out in Article 9 herein would result in irreparable harm to the Company that could not adequately be compensated by way of a damage award. The Employee agrees that in the event of any such breach, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with such covenants.

1. **General Provisions**
   1. This Agreement shall be governed by, and construed under, the laws of the Province of British Columbia. Any legal action or proceeding with respect to this Agreement shall be brought exclusively in the courts of British Columbia and by execution of this Agreement, the Employee irrevocably consents to the jurisdiction of those courts.
   2. No amendment or modification of this Agreement shall be valid unless it is put in writing and signed by both Parties.
   3. The terms of this Agreement shall remain in effect throughout the Employee’s employment with the Company notwithstanding any changes to the Employee’s title, position, Duties, responsibilities, Wage or other compensation.
   4. This Agreement is binding on the Parties and their respective owners, officers, directors, employees, successors, transferees, heirs, executors, successors and assigns.
   5. The Employee may not assign or transfer their rights under this Agreement.
   6. In the event that this Agreement provides a lesser benefit than the minimum standard contained in any applicable legislation, the minimum standard contained in such legislation shall prevail to the extent of the inconsistency.
   7. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect its original intentions and the remainder of the provisions shall remain in full force and effect.
   8. This Agreement constitutes the entire understanding and agreement between the parties and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the date written above.

**SIGNED SEALED AND DELIVERED** )

in the presence of: )

)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Name )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Address )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

) **[EMPLOYEE NAME]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Occupation )

**Barriere Gym and Fitness Ltd.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Per: [REPRESENTATIVE NAME]**

**SCHEDULE “A”**

**DUTIES AND RESPONSIBILITIES**

1.1 The Employee shall be responsible for performing the following duties:

1. [LIST OF DUTIES/RESPONSIBILITIES]