



AT-WILL HOURLY EMPLOYMENT AGREEMENT

This At Will Employment Agreement is entered into by and between _____, (hereafter, “Employer”), a Texas _____ (*Corporation or Limited Liability Company*), and _____ (hereafter, “Employee”), an Individual.

RECITALS

WHEREAS, Employer desires to hire Employee as an at-will hourly Employee and Employee desires to work as an at will hourly Employee for Employer to provide the services described herein.

NOW, THEREFORE, in consideration of the promises and the covenants hereafter set forth, the parties hereby agree as follows:

**ARTICLE I
CONTRACTUAL AGREEMENT**

1.01 **Contractual Agreement.** Employer hereby hires Employee as an at-will hourly Employee the restaurant located at _____ (*address*) and Employee agrees to provide services to Employer as an at-will hourly Employee in accordance with the terms and provisions hereof.

1.02 **Term.** This Agreement shall begin on _____, 2021 and continue day to day thereafter, unless terminated sooner by either party. This Agreement is terminable at-will by either party upon one days notice.

1.03 **Compliance With Laws & Employer Policies/Procedures.** In performing the services required under this Agreement, Employee shall comply with all applicable federal, state, county and city statutes, ordinances, and regulations as well as all Employer Policies and Procedures.

**ARTICLE II
COMPENSATION / DUTIES**

2.01 **Hourly Wages.** Employee shall receive an hourly wage as determined from time to time by Employer on the regularly scheduled payroll dates set by Employer, subject to federal withholding and payroll tax deductions (FICA & Medicare) as required by law.

2.02 **Duties.** Employee will provide perform various duties as assigned by Employer which may change from time to time.

**ARTICLE III
COVENANT NOT TO DISCLOSE**

3.01 Employee agrees in consideration of Ten Dollars and 00/100 Dollars (\$10.00) and other



valuable consideration paid to him in hand this date that he will not, at any time during the contract period or thereafter, reveal, divulge or make known to any person (other than to Employer or Employer's duly authorized agents and employees) or use for his own account any lists of clients, vendors, projects, trade secrets, computer data or programs or any secret confidential or proprietary information used by Employer, including, but not limited to, its confidential recipe manual and franchise policies and procedures manual.

3.02 Employee shall use all such knowledge and information acquired and developed during the term of this Agreement respecting such list of clients, vendors, projects, trade secrets, and computer data or programs and secret or confidential information in trust for the sole benefit of Employer. Specifically, without limitation of the foregoing, for the period lawfully consistent with the time, place, and circumstance, Employee will not undertake any employment competitive with or in conflict with the interests of Employer, wherein the complete unhampered fulfillment of the duties of that employment would inherently or inevitably call upon Employee to reveal, to base judgments upon or to use any such confidential information, trade secrets, business records and information.

ARTICLE IV GENERAL PROVISIONS

4.01 Entire Agreement. This Agreement, along with any written exhibits attached hereto are the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications between the Parties relating to the services that are the subject matter of this Agreement.

4.02 Severability. If any court of competent jurisdiction determines that any part of this Agreement is invalid or unenforceable, that determination shall not impair or nullify the remainder of this Agreement.

4.03 Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

4.04 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Texas, without application of its choice of law or choice of forum principals.

4.05 Patriot Act Representation. Employee and his property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079. Employee is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury. Employee is not acting for or on behalf of any person on that list.

4.06 Drug/Alcohol Testing Policy: I hereby agree and voluntarily consent to Employer's Drug and Alcohol Testing Policies and Procedures as more specifically set forth on the attached Drug & Alcohol Consent Testing Form.



I, THE UNDERSIGNED, HEREBY CERTIFY THAT I HAVE READ THIS ENTIRE AGREEMENT AND HAVE HAD THE OPPORTUNITY TO SEEK LEGAL COUNSEL OF MY OWN CHOOSING. I FULLY UNDERSTAND ALL OF THE TERMS AND CONSEQUENCES OF THIS AGREEMENT AND AGREE AND APPROVE OF THEM. I AM LEGALLY COMPETENT AND AUTHORIZED TO SIGN THIS AGREEMENT.

EXECUTED on the _____ day of September 2021.

AGREED & APPROVED:

AGREED & APPROVED:

EMPLOYER

EMPLOYEE

By: _____

By: _____