EMPLOYMENT AGREEMENT

This Agreement (the "Agreement") is made and entered between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as "Employee," and ­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company organized under the laws of the State of Michigan, with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as "Company.

In consideration of the covenants and conditions hereinafter set forth, Company and Employee agree as follows:

1. ROLES AND SERVICES

Employee shall fulfill the role and perform the services (the "Work") for the Company as follows:

Administrative Support for continued maintenance, organization, and general upkeep of the office.

1. DUTIES AND RESPONSIBILITIES

Employee's Duties and Responsibilities include, but are not limited to the following:

* + Maintaining cleanliness of company's nutrition store
  + Restocking shelves in the company's nutrition store  Keep office area clean and tidy
  + Securely destroy sensitive documents as directed by administrative leaders
  + Filing and organization of documents as directed by administrative leaders
  + Miscellaneous support tasks as needed by the Company's leaders and administrative staff

1. TERM

This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Company may terminate the use of Employee's services at any time without cause and without further obligation to Employee except for payment due for services prior to date of such termination. Termination of this Agreement or termination of services shall not affect the provisions under Sections 7, 8, 10, 12, and 13, hereof, which shall survive any termination.

1. FEES

Company shall pay Employee a flat base fee of $6,200.00 per year, starting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. PAYMENT

Employee will be paid for Work performed under this Agreement on a \_\_\_\_\_\_\_\_\_\_\_ basis.

1. CONFIDENTIALITY AND OWNERSHIP

(a) Employee recognizes and acknowledges that the Company possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Company relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, confidential data, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Employee, or (b) information that subsequently becomes public through no act or omission of the Employee. Employee agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or in part by Employee and whether or not disclosed to or entrusted to Employee's custody. Employee agrees that Employee shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Company. (b) To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Employee in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the Company and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Employee hereby irrevocably and exclusively assigns to the Company, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Employee rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Employee hereby irrevocably and unconditionally waives all enforcement of such rights. Employee shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Employee as part of its services under this Agreement shall be owned by the Company.

1. RETURN OF MATERIALS

Employee agrees that upon termination of this Agreement, Employee will return to the Company all drawings, photos, negatives, digital images, notes, memoranda, specifications, designs, titings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of the Company. Employee will not retain any such materials.

1. WARRANTIES

Employee warrants that:

* 1. Employee's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between Employee and a third party; and
  2. The Work as delivered to the Company will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and
  3. The services provided by Employee shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between Employee and the Company.

1. INDEMNITY

Employee agrees to indemnify, defend, and hold the Company and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Employee.

1. OTHER ACTIVITIES

Employee is free to engage in other independent contracting activities, provided that Employee does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy Employee's attention as to interfere with the proper and efficient performance of Employee’s services thereunder. Employee agrees not to induce or attempt to influence, directly or indirectly, any employee at the Company to terminate their employment and work for Employee or any other person.

1. NON-COMPETE

The undersigned hereby agrees not to directly or indirectly compete with the business of the Employee and its successors and assigns during the term of this contract and the additional period set out below. The term "non-compete" as used herein shall mean that the Employee shall not own, manage, operate, consult or be employed in a business substantially similar to or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

This non-compete agreement shall extend to the geographic area that encompasses a seventy-five (75) mile radius from the Company's offices and shall be in full force and effect for three (3) years, commencing with the date of Employee's termination, notwithstanding the cause or reason for termination.

1. MISCELLANEOUS
   1. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflict of law principles. The parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the state of Michigan. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.
   2. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
   3. Amendment. This Agreement may be amended only by a writing signed by Employee and by a duly authorized representative of the Company.
   4. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
   5. Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.
   6. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
   7. Nonwaiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Company, by an officer of the Company or other person duly authorized by the Company.
   8. Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of Employee, the damage or imminent damage to the value and the goodwill of the Company's business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Company shall be entitled to injunctive relief against Employee in the event of any breach or threatened breach of any of such provisions by Employee, in addition to any other relief (including damages) available to the Company under this Agreement or under law.
   9. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if and when sent by certified or registered mail, with postage prepaid, to Employee's residence or to the Company’s principal office, at their respective addresses set forth above, as the case may be.
   10. Assistance. Employee shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to the Company as may reasonably be required by the Company in connection with work performed by Employee; provided, however, that such assistance following termination shall be furnished at the same level of compensation as provided in Section 4.

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the Parent/Legal Guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is a minor under the age of eighteen (18) years, have read the above agreement and acknowledge that both my child \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and I, have entered into this agreement with an understanding of its terms and conditions.

Parent/Legal Guardian Signature

Parent/Legal Guardian Printed Name

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