

Hotel or location: (the "Company")		
THIS AGREEMENT is made and entered into this day of 20, between (hereinafter referred to as the "Employee") and the Company).		
IN CONSIDERATION of the mutual promises set forth below, the Employee and the Company hereby agree as follows:		
1. The Company hereby agrees to employ the Employee, and the Employee hereby agrees to provide services to the Company in the position ofupon the terms and conditions hereinafter set forth.		
2. The Employee's job responsibilities shall be established from time-to-time as determined by the Company. No modification or change of the Employee's position, responsibilities, duties, compensation, benefits and/or job description shall otherwise modify, change or revoke any provision of this Employment Agreement.		
3. The Company and the Employee understand and agree that the employment relationship between them is at-will, which may be terminated by either party at any time with or without notice and with or without cause. Nothing in this Employment Agreement nor any subsequent modification nor variation hereto shall confer upon the Employee any right to continue in his/her employment with the Company or shall interfere with or restrain in any way the right hereby expressly reserved by the Company to terminate the Employee's employment at any time for any reason whatsoever, with or without cause and with or without advance notice.		
Employee Initials		
4. The Employee agrees to accept and the Company agrees to pay the for Employee's services at an initial rate of per The Company reserves the right to modify the Employee's compensation rate prospectively at any time.		
5. The Employee will, in the course of Employee's duties on behalf of the Company, be advised of certain business matters and affairs of the Company regarding its clients and the management of its business. The duties performed by the Employee for the Company place the Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the Company and not generally know to the public. These trade secrets include, but are not limited to, the Company's price lists, advertising and promotional ideas and strategies, customer lists, and formulas, patterns, devices, processes, compilations of information, records, and specifications that are owned by the Company and are regularly used in the operation of the Company (hereinafter "Confidential Information"). The Employee will not during the term of Employee's employment or any time in the future, directly or indirectly:		
a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired by the Employee during the term of this		

b. individually or in conjunction with any other person, firm, agency, company, client, business, or

corporation, employ or cause to be employed any confidential information in any manner whatsoever,

except in furtherance of the business of the Company;

Agreement;

- c. without the written consent of the Company, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment, uniforms and similar items relating to the business of the Company, whether prepared by the Employee or otherwise coming into the Employee's possession, except to the extent required in the ordinary course of the Company's business;
- d. attempt to encourage, induce, or otherwise solicit, directly or indirectly, any other employee of the Company to breach an employment agreement with the Company or to otherwise interfere with the advantageous business relationship of the Company with its employees.

## **Employee Initials**

All files, records, documents, drawings, specifications, lists, equipment, and similar items relating to the business of the Company, whether prepared by the Employee or otherwise coming into the Employee's possession shall remain the exclusive property of the Company and shall not be removed from the premises of the Company under any circumstances whatsoever without prior written consent of the chief executive of the Company.

Upon termination of the Employee's employment, the Employee agrees to immediately return to the Company all property of the Company in as good condition as when received by the Employee (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment, keys, software and supplies, promotional materials, and similar items relating to the business of the Company.

It is understood and agreed that, notwithstanding the arbitration provisions contained in this Agreement, the provisions of the paragraph may be enforced by the Company in a court action for injunctive or other equitable relief whether or not any other disputes are pending in arbitration proceedings and whether or not any dispute arising out of the provisions of this section is ultimately submitted to arbitration.)

6. The Employee hereby expressly agrees to repay to the Company any and all sums owed by the Employee to the Company immediately upon termination of Employee's employment.

## **Employee Initials**

7. In the event of the Employee's employment and this Agreement are terminated, and the Employee believes the termination was wrongful and/or violated any of the Employee's rights, the Employee and the Company agree to submit any dispute arising out of the termination of the Employee's employment, including but not limited to claims of termination allegedly resulting from discrimination on the basis of race, sex, age, national origin ancestry, color, religion, marital status, status as a veteran, physical or mental disability, medical condition, or any other basis prohibited by law, exclusively to final and binding arbitration before a neutral arbitrator.

If the Employee and the Company are unable to agree upon a neutral arbitrator, the Company will obtain a list of arbitrators from a state or federal arbitration service. The Employee (first) and then the Company will alternately strike names from the list until only one name remains; the remaining person shall be the arbitrator. The arbitrator shall be bound by the qualifications and disclosure provisions and the procedures set forth in the 1989 Model Employment Arbitration procedures of the American Arbitration Association and shall order such discovery as is appropriate to the nature of the claim and necessary to the adjudication thereof.

Arbitration proceedings shall be held in the city or town where the Employee's employment services were performed or at any other location mutually agreed upon by Employee and the Company. The arbitrator shall determine the prevailing party in the arbitration and the costs of the arbitration shall be paid by the non-prevailing party.

The Employee and the Company agree that this arbitration shall be the exclusive means of resolving any dispute arising out of Employee's termination and that no other action will be brought by Employee in any court or other forum. THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR A DISPUTED TERMINATION; ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE.

If the Employee decides to dispute his or her termination, the Employee agrees to deliver a written request for arbitration to the Company within one year of the date of Employee's termination and to respond within 14 calendar days to each communication regarding the selection of an arbitrator and the scheduling of a hearing and other matters related to arbitration proceedings. If the Company does not receive a written request for arbitration from the Employee within one year from the date of the Employee's termination or if the Employee does not respond to any communication from the Company about the arbitration proceedings within 14 calendar days, the Employee agrees he or she will have waived any right to raise any claims arising out of the termination of his or her employment with the Company in arbitration or in any court or other forum. The limitations set forth in this paragraph shall not be subject to tolling, equitable or otherwise.

The Employee and the Company agree that if any court of competent jurisdiction declares that any part of this arbitration provision is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of the arbitration provision and the illegal, invalid or unenforceable part will no longer be part of this arbitration provision.

## **Employee Initials**

- 8. The Employee shall be bound by all the policies, rules and regulations of the Company now in force, and by all such other policies, rules and regulations as may be hereafter implemented and called to his or her notice, and will faithfully observe and abide by the same. No such policy rule or regulation shall alter, modify or revoke the Employee's status as an at-will employee or any other provision of this Employment Agreement.
- 9. The Employee warrants that all information provided by him/her in applying for employment is true and correct.

<ol><li>Other Terms and Conditions of Employme</li></ol>	nt:
If t	here are none Employee initials here

- 11. The Company and the Employee agree that should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Agreement.
- 12. This Agreement contains all the understandings and agreements between the parties concerning the Employee's employment; and the Employee acknowledges that no person who is either an agent or employee of the Company may orally or by conduct modify, delete, vary, or contradict, the terms and conditions set forth herein. Any modification or waiver of this agreement must be expressly made in writing executed by the chief executive of the Company. This Agreement replaces any and all prior agreements between the Employee and the Company related to the Employee's employment and any and all such prior Agreements are hereby canceled.

## EMPLOYMENT AGREEMENT, Page Four of Four

IN WITNESS WHEREOF the parties have executed this	Agreement the day and year first written above:
EMPLOYEE SIGNATURE	COMPANY'S REPRESENTATIVE
	By:
	Name:
	Title

Form 6240, September 22, 2005