

AM Remodel Employment Agreement

This Employment and Company Standards Agreement (“Agreement”), entered into the _____ day of _____, 20____ (the “Effective Date”), by and between AM Remodel Corp 1 d/b/a AM Remodel, a Florida Profit Corporation (the “Company”), and _____ (the “Laborer”).

RECITALS

- (a) The parties acknowledge that the Laborer will work for the Company as but not limited to an independent contractor, employee or sub-contractor and will receive any tax documents as required by Federal and State law.
- (b) The Company shall assign Laborer with various tasks, including but not limited to painting services, flooring services, development services and administrative services (the “Tasks”) to complete work that is stated in various agreements between the Company and its client (the “Projects”).
- (c) The Company shall assign Laborer tasks in multiple locations and Laborer shall be solely responsible the transport to the assigned locations.

AGREEMENTS

NOW THEREFORE, in consideration of the forgoing, of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Laborer hereto, intending legally and equitably to be bound, mutually agree as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. Scope of Work. This Agreement encompasses both general areas of responsibility and specific Tasks of the Company for Projects as outlined in Exhibit A. Scope of Work shall change from time to times as the Company sees fit to complete the Projects.

3. Compensation for Services. In return for completing Tasks for the Projects, the Laborer shall be entitled to receive, and the Company shall thus pay Laborer, either a base fee in the amount of \$_____ or an hourly rate of \$_____ (together known as “Dues”). The Dues shall be determined by the Company and shall adhere to all Federal and State law regulations.

4. Reimbursement. The Company agrees to reimburse the Laborer for all costs and expenses incurred by Laborer in regard to the Tasks assigned for the Projects.

5. Duration. The Duration of this agreement is until later of satisfaction of the Task have been completed relating to the Projects or the Company has paid all Dues owed to the Laborer.

6. Termination. Either party may terminate this Agreement for Cause (defined as a material breach of this Agreement, gross neglect of duty, negligence or willful misconduct) after affording the other party with written notice of the Cause and twenty-four (24) hours opportunity to cure. The Laborer may terminate without Cause at any time upon forty-eight (48) hours prior to written notice to the Company and forfeit all Dues owed to the Laborer for all Tasks completed seventy-two (72) hours prior to the written notice.

7. Confidentiality. The Laborer agrees to keep confidential any terms or conditions agreed upon which are confidential in nature and not public knowledge including terms of this agreement any Dues owned to the Laborer. The Laborer also agrees that any communication to the Company's clients without Company's consent is prohibited and shall terminate this agreement and the Laborer forfeits all Dues unpaid by the Company.

8. Indemnification. The Company shall be held harmless against third party claims, liability and expenses (including judgments, penalties, fines, settlements, court costs and awards of attorneys' fees) arising from the Laborer's breach of this agreement in the course of performing this Agreement. The Laborer shall be held harmless against third party claims, liability and expenses (including judgments, penalties, fines, settlements, court costs and awards of attorney's fees) arising from (i) breach of this Agreement by the Company, or (ii) any claims or liabilities related to any clients retained by the Company if the Company is in material breach of its contract with the client.

9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to the State of Florida conflict-of-laws or choice-of-law principles and venue shall lay in the State of Florida.

10. Counterparts. This Agreement may be executed in any number of counterparts all of which together shall constitute a single instrument.

12. Enforceability and Modification. This Agreement constitutes a full and complete understanding between the parties and all other agreements and/or contracts between the parties either oral or written, or other legal instruments, are hereby superseded upon the execution of this Agreement. This Agreement shall be valid, binding and enforceable against the parties hereto and their successors and assigns and the parties warrant that the persons executing this Agreement on their behalf are authorized to do so. None of the terms or provisions of this Agreement may be changed, waived, modified, discharged or terminated except by a written modification executed by all parties.

13. Waiver of Trial by Jury. The Laborer and the Company each hereby unconscionably and irrevocably waive any and all right to trial by jury in any suit, counterclaim, or cross-claim arising in connection with, out or, or otherwise relating to this agreement or any related transaction.

14. Third Party Beneficiaries. The terms and provisions of this Agreement are for the benefit of the parties hereto, and no other person shall have any right or cause of action on account hereof.

IN WITNESS WHEREOF, the Company and the Laborer have executed this Agreement as of the date and year first above written.

By: AM Remodel Corp 1 d/b/a AM
Remodel

Name: _____

Title: _____

By: _____

Name: _____