

Employment Agreement

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1.0 INTRODUCTION

1.1 *Introductory Language*

This Agreement ("Agreement") is made and entered into on _____ between Close Construction, Inc., whose principal place of business is located at 301 N.W. 4th Avenue, Okeechobee, Florida 34972 (hereinafter referred to as "Employer") and _____ whose present address and telephone number is _____ and (hereinafter referred to as "Employee".) In consideration of the mutual covenants set forth below, agrees to hire Employee and Employee agrees to work for as set forth in this Agreement.

1.2 *Name of Position*

Employee shall be employed in the capacity of: _____

1.3 *Essential Job Functions and Duties*

The essential job functions and duties of this position are as follows:

[Specific points that should be addressed include:

- (i) what entity (or entities) is the employer;
- (ii) who the employee reports to, and
- (iii) what are the employee's specific job duties-you may want to refer to an attached job description.]

1.4 *Duty of Loyalty and Best Efforts*

Employee shall devote all of his/her time, attention, knowledge, and skills to 's business interests and shall at all times do so in good faith, with best efforts, and to the reasonable satisfaction of _____. Employee understands that he/she shall be entitled to only that compensation, benefits, and profits as set forth in this Agreement. Employee agrees to refrain from any interest, of any kind whatsoever, in any business similar to Close Construction, Inc.'s business [without express written authorization from the President]. Employee agrees to abide by all workplace rules not inconsistent with the terms of this agreement. Employee further acknowledges he/she will not engage in any form of activity that produces a potential or actual conflict of interest with those of unless agreed to in advance and in writing.

1.5 *Place and Hours of Employment*

Employee agrees that his/her duties shall be primarily rendered at Close Construction, Inc.'s business premises or at such other places as shall in good faith require. Full time service for the Employee is expected which requires a minimum of _____ hours per week, exclusive of vacation, or any other form of leave as described within this Agreement.

1.6 At Will Employment

Employee understands terms of the Agreement do not eliminate or restrict 's ability to terminate Employee on an "at-will" basis. This mean employee be terminated by the company at anytime, with or without notice and for any reason.

1.7 Performance Terms

Based on representations made by Employee as well as expectations of _____, the following minimum performance expectations and are required: [try to be detailed here or in an attachment]. Employee understands that failure to reach said benchmarks or performance terms may result in reassignment, transfer, demotion or termination. Employee understands that while reaching these benchmarks or performance terms constitutes a reasonable and substantial condition of employment but does not in any way change the "at-will" nature of the relationship or guarantee or promise continued employment.

1.8 How to Be a Great Employee

1. Understand that building powerful relationships requires absolute trust, a shared direction, open communication and deep commitment.
2. Keep yourself healthy, focused and alert at all times.
3. Don't be afraid to admit mistakes. It is better to admit that you made a mistake, realize why you made the mistake, and then make sure you don't do it again.
4. Don't be afraid to say, "I don't know." It is better to confess ignorance and learn the right way of doing things than to pass on, or rely on, false information that may be damaging to you and the Company.
5. Don't talk behind someone's back. We expect your loyalty and best efforts. You should expect ours in return. If there is something you dislike, let us know what is bothering you and we will try to work it out.
6. Don't be limited by a job description. Find out if there is anything else you can do to help bring value to the Company, its clients, customers and other stakeholders.
7. Find the value in the diversity of our employees and customers.
8. Dress correctly. Wear clothes that will make other people feel comfortable and that reflects your professionalism.
9. Follow the company's policies and procedures. Don't harass, discriminate, be disrespectful, use profanity or tell off-color jokes.
10. Be honest and trustworthy. Follow all policies and procedures provided in the Employee Handbook.
11. Think! Be creative and innovative. The company is willing to listen to any suggestions or ideas you have which will increase the quality and value of our products or services.
12. Follow the Golden Rule! Act with respect and responsibility towards those around you.

2.0 COMPENSATION TERMS [NON-SALES]

2.1 Base Compensation

Employee shall receive as [full or partial] compensation for all services provided by way of this Agreement a [wage/salary] of [] per [hour/week]. Employee shall not receive, nor be entitled to receive, additional compensation for services not set forth in this Agreement unless specifically agreed to in writing by [Name or Position]. The Employer shall deduct or withhold from compensation any and all sums required for federal income and social security taxes as well as all state or local taxes, now applicable or that may become applicable to Employee or in the future.

2.2 Incentive Compensation

In addition to the Base Salary, Employer shall pay to Employee as incentive compensation an amount determined in accordance with the company bonus or short-term incentive compensation program. Said incentive compensation remains at company discretion and may be based upon achieving certain specified performance criteria. The determination as to the amounts of any compensation available to the Employee under these programs shall be reviewed at least annually by the company [Employee Compensation Committee] and be adjusted in their sole discretion.

2.3 Compensation Adjustments

Compensation adjustments are based on the value contributed by Employee to Employer. While compensation adjustments are primarily based on merit, Employer may at times adjust salaries depending on overall performance and needs.

2.4 No Additional Compensation

Employee shall not be entitled to any or compensation not otherwise described in this Agreement. Employee understands and agrees that neither job performance nor promotions, commendations, bonuses or the like form the give rise to any implication otherwise.

3.0 GENERAL PROVISIONS

3.1 Expense Reimbursement

Employee shall be entitled to reimbursement of expenses authorized and reasonably incurred in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Employee must provide Employer with an itemized account of all expenditures, along with suitable receipts therefore. Any expenditures over [] require prior written authorization.

3.2 Telecommuting

Employees telecommuting from home or off-site, for some or all of their employment, remain subject to the terms and conditions of employment set forth in this Agreement, the employee handbook and elsewhere. In addition to their existing obligations and responsibilities telecommuters agree to do the following:

1. Maintain a regular work schedule and an accurate accounting of what they work on and when by completing a Telecommuter Weekly Report.
2. Comply with all of the safety regulations that apply to an office. That means having a safe work environment free of clutter, exposed wiring, slippery surfaces, etc. Any employee who telecommutes grants a license to the company to inspect their work premise during normal work hours.
3. Not allow business visitors to their home or off-site work location without the express written permission from their supervisor.
4. Understand that the policies and procedures relating to legal compliance, safety and ethics obligations remain in full force and effect while off-site.
5. Be responsible for any company equipment used off-site. The employee may be responsible for the cost of repair or replacement of any equipment if handled in a careless or reckless manner. The company is not responsible for personal equipment used without express written authorization from the company.
6. Maintain their work product in a safe and secure environment. Any confidential materials, trade secrets or proprietary information should be maintained under lock and key and appropriately discarded.
7. Understand that any injuries occurred at home, or off-site, are covered by the company's worker's compensation insurance coverage. The reporting requirements for a telecommuter related to a workplace injury are the same as if they worked on company premises.
8. Help the company protect against computer viruses and use of unlicensed software.
 - a. unlicensed ("pirated") software may not exist or be installed on computers that are being used for telecommuting.
 - b. virus scans must be conducted by each telecommuter using a privately owned computer for telecommuting in accordance with the schedule designated by our Information Systems Supervisor.

- c. all electronic documents and files created offsite are to be written to a floppy disk rather than transmitted directly (uploaded) to any departmental computer system. Our Information Systems staff will then scan the floppy disk for viruses. If the telecommuter's privately owned computer has been cleared by the Information Systems staff as being virus free, no further disk scanning will be needed as long as the same disk is always used and no new unauthorized software is installed on the computer.

- 9. Maintain a work environment that is free from interference with the work to be done.

Remember that you are a representative of this company no matter where you are. Please use your best judgment at all times.

4.0 BENEFITS

4.1 Insurance

will supply [health, dental, vision, disability, life, other] insurance benefits after [ninety (90)] days of employment. Please refer to the Summary Plan Descriptions for each benefit.

4.2 Professional Licenses and Memberships

Employee is not obligated to obtain any professional licenses to carry out the functions and duties set forth in this Agreement. However, Employer encourages Employee to participate in continuing job-related education and to gain membership in associations related to our industry. Employer shall, subject to prior approval, assist with payment for those licenses or memberships, which both parties consider to be essential to performance of the job.

4.3 Vacation & Holiday Pay

Employer's vacation and holiday pay policy is outlined in Employee Manual.

4.4 IRA/Simple Retirement Plan

Refer to the Employee Manual for a description of the IRA/Simple Retirement Plan available on an Employee option basis.

5.0 TERMINATION OF EMPLOYMENT

5.1 Termination At Will

Employee's employment with Employer is "at will." "At will" is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

5.2 Records and Accounts

Employee agrees that all those records and accounts maintained during the course of employment are the property of Employer, shall remain current and be maintained at Employer's place of business.

5.3 Return of Property Upon Termination

Employee agrees that upon termination, he/she will return to Employer any and all of those properties of Employer including, but not limited to, intellectual property, trade secret information, customer lists, operation manuals, Employee Handbooks, records and accounts, materials subject to copyright, trademark, or patent protection, customer and information, credit cards, business documents, reports, automobiles, keys, passes, security devices, and other property of .

6.0 COVENANTS

6.1 Adherence to 's Policies, Procedures, Rules and Regulations

Employee agrees to adhere by all those lawful policies, procedures, rules and regulations set forth by the Employer. Said policies, procedures, rules and regulations include, but are not limited to, those set forth within the Employee Handbook, any summary benefit plan descriptions, or any other personnel practices or policies of Employer. To the extent that 's policies, procedures, rules, and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

6.2 Covenant to Notify Management of Unlawful Acts or Practices

Employee agrees to abide by the legal and ethics policies of as well as Employer's other rules, regulations, policies and procedures. Employer intends to comply in full with all governmental laws and regulations as well as any ethics code applicable to his/her profession. In the event that Employee is aware of Employer, or any of its officers, agents or employees, violating any such laws, ethics codes, rules, regulations, policies or procedures, Employee is required and agrees to bring forth all such actual and suspected violations to the attention of immediately so that the matter may be properly investigated and appropriate action taken.

7.0 REMEDIES AND CONFLICT RESOLUTION

7.1 *Mediation and Binding Arbitration*

Employer greatly values its relationships with its employees. We realize that no matter how hard we may try, an occasional breakdown in the relationship may occur. The purpose of this Mediation and Arbitration Agreement is to help avoid the time, expense and emotions associated with dragging our problems through the litigation system.

Mediation is a non-binding process allowing the parties to resolve claims without extensive cost, time and emotion.

Agreement to Mediate – Employee and the Employer agree to first attempt a mediation of any dispute covered by this Agreement. This mediation shall be conducted pursuant to the Rules and Procedures of the American Arbitration Association for the resolution of employment disputes, or as otherwise stipulated by the parties.

The parties agree to make a good faith effort at mediating any dispute prior to filing a claim for arbitration. Employer and Employee shall split the costs of mediation.

Agreement to Arbitrate; Designated Claims - Except as otherwise provided in this Agreement, the Employer and the Employee hereby consent to the resolution by binding arbitration of all claims or controversies for which a federal or state court would be authorized to grant relief, whether or not arising out of, relating to or associated with the Employee's employment with the Employer.

Claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant, express or implied; tort claims; claims for discrimination or harassment on bases which include but are not limited to race, sex, sexual orientation, religion, national origin, age, marital status, disability or medical condition; claims for benefits, and claims for violation of any federal, state or other governmental constitution, statute, ordinance, regulation, or public policy including but not limited to Title VII of the Civil Rights Act, Age Discrimination in Employment Act, The Americans with Disabilities Act, Family and Medical Leave Act, Equal Pay Act and their state equivalents. The purpose and effect of this Agreement is to substitute arbitration as the forum for resolution of the Claims; all responsibilities of the parties under the statutes applicable to the Claims shall be enforced.

Neutral Mediator or Arbitrator – Any mediation or arbitration of disputes shall be conducted by a single neutral mediator/arbitrator.

Governing Law – All arbitrations covered by this Agreement shall be adjudicated in accordance with the state or federal law, which would be applied by a United States District Court sitting at Okeechobee County, Florida.

Location of Arbitration – The parties agree that any dispute shall be held in the Employer's offices of Okeechobee County, Florida pursuant to its Rules of Commercial Arbitration.

Rights – Please understand that by signing this agreement, and except for those matters excluded, the Employee and Employer waives any right to have employment related disputes litigated in a court or by jury trial.

Claims Not Covered by This Agreement – This Agreement does not apply to or cover claims for workers' compensation or unemployment compensation benefits; claims resulting from the default of any obligation of the Employer or the Employee under a loan agreement; claims for injunctive and/or other equitable relief for intellectual property violations, or claims based upon an employee pension or benefit plan that either (1) contains an arbitration or other non-judicial resolution procedure, in which case the provisions of such plan shall apply, or (2) is underwritten by a commercial insurer which decides claims. If either the Company or the Employee has more than one claim against the other, one or more of which is not covered by this Agreement, such claims shall be determined separately in the appropriate forum for resolution of those claims. Nothing in this Agreement shall preclude the parties from agreeing to resolve claims other than Claims covered by this Agreement pursuant to the provisions of this Agreement.

Statute of Limitations – Any claim governed by this Agreement shall be filed no later than one year from the date of discovery, or one year from the last date employment, whichever comes first.

Arbitration Procedures – Arbitrations pursuant to this Agreement shall be conducted in accordance with the procedures set forth in [the Rules], except where the Rules conflict with this Agreement, in which case the terms of this Agreement shall govern.

Representation – Each party may be, but need not be, represented by an attorney at any mediation or arbitration covered by this Agreement.

Fees and Costs – The Employer and Employee agree to evenly split the costs of arbitration including filing fees and arbitrator expenses. Each party shall pay for each party's attorneys' fees and costs, if any. However, the arbitrator may, at his/her discretion, permit the prevailing party to recover fees and cost to the extent permitted by applicable law.

Discovery – The parties shall be entitled to engage in reasonable discovery in the form of requests for documents, interrogatories, requests for admission, physical and/or mental examinations and depositions, in order to obtain information necessary to prosecute or defend the claims brought. Any disputes between the parties regarding the nature or scope of discovery shall be resolved by the Arbitrator(s) in his or her discretion.

Written Award – The Arbitrator shall issue a written award, setting forth the award and basis therefore. The award shall be final and binding upon the parties. The Arbitrator

shall have the power to award any type of relief that would be available in court of competent jurisdiction. In addition, the Arbitrator shall have the authority to order any party found to have presented any claim or defense without substantial justification to pay the other party's attorney's fees and costs. Any award may be entered as judgment in any court of competent jurisdiction.

Motions – The arbitrator will have the authority to grant motions dispositive of all or part of any claim.

Exclusive Remedy – For Claims covered by this Agreement, arbitration is the parties' exclusive legal remedy. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement.

Consideration – In addition to any other consideration, each party's promise to resolve Claims by arbitration in accordance with the provisions of this Agreement, rather than through the courts or other bodies, is consideration for the other party's like promise.

Term, Modification, and Revocation – This Agreement shall survive the employer-employee relationship between the Company and the Employee and shall apply to any covered Claim whether it arises or is asserted during or after termination of the Employee's employment with the Company or the expiration of any benefit plan. This Agreement can be modified or revoked only by a writing signed by the Employee and an executive officer of the Company that references this Agreement and specifically states an intent to modify or revoke this Agreement.

Severability – A court construing this Agreement may modify, or interpret it in order to render it enforceable. If this Agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial with respect to any dispute to which this Agreement applies. If any provision of this Agreement or the Code is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement or the Code.

7.2 Choice of Law, Jurisdiction and Venue

Employee agrees that this Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and that should any claims be brought against Employer related to terms or conditions of employment it shall be brought within a court of competent jurisdiction within the county of Okeechobee, Florida.

Employee also consents to jurisdiction of any claims by Employer related to the terms or conditions of employment by a court of competent jurisdiction within the county of Okeechobee, Florida.

7.3 Attorney's Fees

In the event of any litigation concerning any controversy, claim or dispute between the and myself, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, where allowable by law, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs incurred

therein or in the enforcement or collection of any judgment or award rendered therein.

The "prevailing party" means the party determined by the court to have prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered. Further, in the event of any default by Employee under this Agreement, Employee shall pay all the expenses and attorneys' fees incurred by the Employer in connection with such default, whether or not any litigation is commenced.

8.0 GENERAL PROVISIONS

8.1 Accuracy of Representations

Employee understands that any projections regarding the financial status or potential for growth of this are matters of opinion only and do not constitute a legally binding representation. Employee agrees that he has had the opportunity to conduct due diligence of Employer and are satisfied with the representations that have been made.

8.2 Notices

Any notices under the terms of this Agreement shall be hand-delivered or mailed by certified mail to the following, or to such other recipients as that party may designate, in writing:

Employee Address

Employer Address

Close Construction, Inc.
301 N.W. 4th Avenue
Okeechobee, FL 34972

I am required to provide the Employer with any change to my address or telephone number as soon as possible.

8.3 Successors and Assigns

The rights and remedies of the under this Agreement shall inure to the benefit of the successors, assigns and transferees of Employer. Employee shall have no right to assign, transfer or otherwise dispose of my right, title and interest in and to any part of this Agreement or to assign the burdens hereof, without the prior written consent of the Employer.

8.4 Entire Agreement

This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. No other agreements, covenants, representations or warranties, express or implied, oral or written, may be relied upon have

been made by the parties concerning his/her employment agreement. This written agreement may be modified only in writing signed by a corporate officer.

8.5 *The Effect of Prior Agreements or Understandings*

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

8.6 *Modifications*

Employee and Employer agree that this writing, along with those Agreements referred to within it, including, but not limited to, the Employee Manual, constitute the entirety of the Employment Agreement between the parties. Any modifications to this Agreement may only be done in writing and must be signed by an officer of Employer.

8.7 *Ambiguities Related to Drafting*

Employee has reviewed and had the opportunity to revise this Agreement. Employee has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

8.8 *Statute of Limitations*

Employee has a one year statute of limitation for the filing of any requests for mediation, or arbitration, or for any lawsuit related to this Agreement or the terms and conditions of his/her employment. If said claim is filed more than one year subsequent to Employee's last day of employment it is precluded by this provision, regardless of whether the claim had accrued at that time or not.

8.9 *Attorney Review*

Employee warrants and represents that Employee in executing his Agreement has had the opportunity to rely on legal advice from an attorney of Employee's choice, so that the terms of this Agreement and his consequences could have been fully read and explained to Employee by an attorney and that Employee fully understands the terms of this Agreement.

8.10 Receipt of Copy

I hereby acknowledge that I have received a signed copy of this Agreement.

Employee Signature _____ Date _____

Employee Name Printed _____

Employer's Representative _____ Thomas C. Close, President