

Employment Agreement of Part Time Employee

Agreement made on the _____ (*date*), between _____
(*Name of Employer*) of _____
(*street address, city, county, state, zip code*), referred to herein as
Employer, and _____ (*Name of Employee*), of _____
(*street address, city, county, state, zip code*), referred to herein as *Employee*.

For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Employer* agrees to employ *Employee* in a part-time status, and *Employee* agrees to work for *Employer* in the following position _____ (*Name of position*) in a part-time status. The employment will commence on _____ (*date*).

2. The duties and responsibilities of *Employee* shall include _____ (*Primary duties and responsibilities*) _____.

Both parties agree that the foregoing list of duties and responsibilities are not exhaustive and may be changed, modified, or added at the discretion of *Employer*.

3. The *Employee* work schedule shall vary according to the needs of the *Employer*.

4. As a part-time employee, *Employee* is not eligible to participate in any fringe benefits or retirement programs of *Employer*. *Employee* agrees that he is not entitled to receive the benefits which the employees of *Employer* are entitled to receive and shall not be entitled to workers' compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, or profit sharing on account of his services to *Employer*.

5. *Employee* hereby releases, waives and discharges from all liability to *Employer* for any and all loss or damage, and any claim or damages resulting therefrom, resulting from the services of *Employee* to *Employer*, whether caused by the negligence of *Employer* or otherwise. *Employee* also agrees to indemnify *Employer* and hold them *Employer* harmless from any loss, liability, damage or cost *Employee* may suffer, whether caused by the negligence of the *Employer* or otherwise.

6. This employment is an at-will employment that may be terminated without cause and without advance notice.

7. The starting salary of *Employee* will be \$_____ per hour. Except for increases in salary provided at the discretion of the *Employer*, the terms of this Agreement will remain in effect until amended in writing and signed by the *Employer*.

8. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

9. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

10. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

11. Notices

Any notice provided for or concerning this Agreement shall be _____ and shall be deemed sufficiently given when sent by certified or registered mail if sent to the _____ address of each party as set forth at the beginning of this Agreement.

12. Mandatory Arbitration

Any dispute under this Agreement shall be resolved to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

13. Entire Agreement

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on the parties except to the extent incorporated in this Agreement.

14. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

15. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

16. In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated.

(Printed name)

(Signature of Employer)

(Printed name)

(Signature of Employee)