

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (the "Agreement") dated this _____ day of _____, _____.

BETWEEN:

William Prater / Crash Course Theater of 206 N Collins St, Tullahoma, TN 37388, USA

(the "Employer")

OF THE FIRST PART

- AND -

(the "Employee")

OF THE SECOND PART

BACKGROUND:

- A. The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- B. The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

COMMENCEMENT DATE AND TERM

1. The Employee will commence employment with the Employer on the 11th day of January, 2024 (the "Commencement Date").
2. Subject to termination as provided in this Agreement, the Employee's position and will end on the ____ day of _____.

JOB TITLE AND DESCRIPTION

3. The initial job title of the Employee will be the following:
_____ The initial job duties the Employee will be expected

to perform will be the following:

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____
- k. _____
- l. _____

- 4. The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.
- 5. The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
- 6. The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer or after a notice period required under law.
- 7. The Employee agrees to abide by the Employer's rules, regulations, policies, and practices, including those concerning work schedules, vacation, and sick leave, as they may from time to time be adopted or modified.

EMPLOYEE COMPENSATION

8. Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") will include a wage at the rate of _____ per hour plus a commission according to the following commission formula:

An additional _____ per _____.

9. This Compensation will be payable half before the classes are started and half within three weeks of the class cycle.

PLACE OF WORK

10. The Employee's place of work will be at the following location:

a. _____

11. The Employer will inform the Employee in advance of the Employee being required to work at other locations.

TIME OF WORK

12. The Employee's normal hours of work, including breaks, ("Normal Hours of Work") are as follows: 6:45 pm to 8:15 pm.

13. However, the Employee will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Employee's Normal Hours of Work as deemed necessary by the Employer to meet the business needs of the Employer.

CONTRACT BINDING AUTHORITY

14. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

TERMINATION OF EMPLOYMENT

15. All class rentals (of room, equipment, etc.) will paid for by William DBA Crash Course Theater. All class materials (books, print outs, etc.) will be supplied at cost of the instructor. If cost surpasses the half way mark of either party, this costs will be discussed by both parties.

16. If the classes do not happen, whichever party has the cancellation responsible will cover all

costs expended at that point.

17. If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with the greater of two weeks or the minimum notice required by law. As an alternative, if the Employee co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow the Employer to find and train the replacement.
18. The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the compensation. The classes must be reimbursed by Crash Course Theater if any classes are missed. And will penalize the instructor per lesson missed.
19. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to compensation or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

REMEDIES

20. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Employer at law or in equity, in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.

SEVERABILITY

21. The Employer and the Employee acknowledge that this Agreement is reasonable, valid, and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

NOTICES

22. Any notices, deliveries, requests, demands, or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven days after being

placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

Employer:

Name: Crash Course Theater
Address: 206 N Collins St, Tullahoma, TN 37388, USA
Email: crashcoursetheater@gmail.com

Employee:

Name: _____
Address: _____
Email: _____

MODIFICATION OF AGREEMENT

23. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

GOVERNING LAW

24. This Agreement will be construed in accordance with and governed by the laws of the State of Tennessee.

DEFINITIONS

25. For the purpose of this Agreement the following definitions will apply:

a. 'Termination Date' means the date specified in this Agreement or in a subsequent notice by either the Employee or the Employer to be the last day of employment under this Agreement. The parties acknowledge that various provisions of this Agreement will survive the Termination Date.

GENERAL PROVISIONS

26. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

William Prater

Crash Course Theater
