



A hospitality management company

☐ The Vyxn – ☐ Sunset – ☐ The Woodward American Grill – ☐ MIA

(Check COMPANY) “COMPANY” refers to the corresponding company you select during electronic signature or written here _____

Employee Handbook Agreement 2025

Welcome!

Thank you for choosing **us** as your place to work. We hope you bring experience, personality and enthusiasm with you. In return, we will take pride in you being a member of the team. At **our company**, we strive for respect and trust in all tasks. Our customers deserve thorough attention. We will not settle for second best.

This **employee handbook agreement** and other company documents may be amended, modified, deleted or changed by **COMPANY** at any time without any prior notice.

If you have any questions regarding this manual or any of its policies and or procedures, please consult your Manager.

Corporate Offices
8050 N Palm Ave Ste 300
Fresno, CA 93711

Training Program

The training program is designed to help you be successful. We hope you will develop a personal style which will attract the attention of our customers. Remember, it is your sincere smile and warm welcome that will keep the customers coming back.

You will gain experience by reading, eating and some, on-the-job experiences. Do not forget to ask questions of your trainer, manger or owner. Get involved and participate.

Values and Vision

1. Maintain consistency
2. Treat every customer with respect, fairness and in a caring manner
3. Create an environment that is enjoyable and productive
4. Produce long-term relationships with our customers
5. Offer unique food and beverages that will make our guests want to come back repeatedly

Safety Guidelines

You are required to completely read and understand this handbook. These guidelines are intended to help you reduce accidents and injury to yourself, your associates and customers.

Share Safety and Health Concerns

Crews are encouraged to share health and safety ideas, information, and concerns with Management.

COMPANY will not discriminate or take any type of disciplinary action against anyone because they express their safety concerns.

Enforcement of Policies and Procedures

We will not tolerate unsafe acts. Anyone who violates **COMPANY** safety, health and sanitation policies or does not perform his/her job in a safe and healthful manner, maybe subject to appropriated disciplinary action, up to and including termination.

Health and Safety

- Each member is responsible for the safe execution his/her job.
- Each member must immediately report all unsafe hazardous work place conditions to the Manager

- employees must report any accident, injury or exposure to the Manager
- Failure to do so will result in disciplinary action against said employee

Crew Safety

- Prevent slips and falls. Wipe up any grease or wet spots on floors, immediately.
- Back Injuries. Report any defective equipment, unsafe tools, knives or broken glass, loose rails, uneven floors, and torn carpeting.
- The aisles and entry way shall be kept clean and free from obstruction. Don't leave boxes, brooms or stray chairs where someone may fall over them.
- Having long hair is a personal choice but is likely to be dangerous and unsanitary. Make sure long hair is up and secured. Hairnets are required in the kitchen.
- Wipe up any spills immediately. If you cannot wipe up a spill right away, place a towel over the area to alert others. Do not assume that someone else will clean up the spill. Notify a Manager right away.
- Always announce your presence when passing by saying, "behind you", "coming through" or "corner".
- When moving hot plates or pans, announce your presence to others. Never assume that others are seeing you.
- Do not leave hot plates on a table, floor, etc. without notifying others. Always alert the customers about hot plates.
- Notify management immediately of any unsafe conditions or actions.
- Lift heavy loads properly; with your legs bent, back straight and the load close to your body.

Customer Safety

All staff must continuously look for slip and fall hazards, such as food and beverage spills in the main room and bathroom areas.

Emergency Procedures

Know the operation and location of fire extinguishers and the location of first aid supplies. Notify a Manager immediately of an uncontrollable fire. Be familiar with emergency exit locations. In case of evacuation, move quickly.

If a customer reports an emergency to you, notify your Manager. **If the determination to evacuate has been made:**

Calmly move to each table or group clients and advise each party to exit the building and check each restroom or other areas not immediately visible to ensure that all clients are notified.

Sanitation and Cleanliness

Having proper sanitation knowledge is necessary in the food industry. Crews must know proper techniques in the storage, cooking and handling of fish, poultry, meats, dairy, and other potential carriers of bacteria, viruses, and other organisms, which may lead to health hazards. Crew will always follow good hygiene methods and must work to keep the bar/nightclub well-kept and free of potential health hazards.

The following are guidelines for storage and handling potentially hazardous food products, as well as proper work habits and hygiene methods.

Food Storage

- All decomposable foods will be kept covered, refrigerated at appropriate temperatures, dated upon arrival and rotated so that the oldest products are used first. (FIFO)
- Packaged food, once opened, should be stored in clear containers and labeled. Do not leave canned products in original cans after opening; transfer the contents to new containers.
- Frozen foods must be kept covered to avoid freezer burns.
- Keep beverages ice separate from food or product storage ice.

Food Preparation

- Always wash your hands thoroughly with warm water and soap prior to handling or preparing food.
- Use latex gloves when preparing all foods. If you have an allergy to latex, inform the Manager.
- Wash fruits and vegetables with tap water or provided wash.

- Thaw meats and poultry using the following methods: *continuous running water
*refrigeration *continuous cooking
- Use a thermometer when checking poultry, fish and meat.
- Be aware of any evidence of spoilage. Uncooked food should not smell. Immediately report any spoilage to a Manager/Chef.
- Report any canned product that is swollen, dented or leaking. Do not use that item.
- Do not allow decomposable items to sit out of refrigeration longer than necessary. Return items to refrigeration immediately after use

Food Contamination

- Use a scoop when dispensing ice for beverages. Do not leave scoop inside ice machines or storage bins. DO NOT use glassware.
- Avoid handling food by hand whenever possible.
- Report immediately if any food items are suspected to be improperly stored, spoiled or contaminated.

Standard Employment Practices

At Will Employment

Company does not offer tenured or guaranteed employment. Unless **COMPANY** has otherwise expressly agreed in writing, your employment is at will and may be terminated by you or by **COMPANY** at any time, including after the evaluation period.

Equal Employment Opportunity

We are an Equal Opportunity/Affirmative Action employer. **COMPANY** will not tolerate discrimination against any employee because of race, national origin or ancestry, gender, age, religious convictions, or disability. **COMPANY** is committed to providing equal employment opportunities to all individuals without regard to race, color, religion, sex, national origin, age, disability, marital status, sexual orientation or any other characteristics protected by law. **COMPANY** does not discriminate on the basis of gender in compensation or benefits for anyone who works in the same establishment and perform jobs that require equal skill, effort, and responsibility and which are performed under similar conditions. Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of a Manager. Employees can raise legitimate concerns and make good faith reports without the fear of reprisal. Anyone found to be engaging in any type of discrimination

will be subject to an independent internal investigation and could face disciplinary action, up to and including discharge.

Sexual and Other Unlawful Harassment

COMPANY will endeavor to maintain a work environment that nourishes respect for the dignity of each individual. This policy is adopted in furtherance of that tradition.

It is against the policies of **COMPANY** for an employee to harass another person because of the person's sex, race, color, religion, national origin, age, disability, sexual orientation, marital status, or other characteristics protected by law. Actions, words, jokes, or comments based on such characteristics will not be tolerated.

Consequently, it is against the policies of **COMPANY** for an employee to sexually harass another person. Unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or environment.

Any employee who believes that he or she is being unlawfully harassed should immediately contact their supervisor or a Manager.

All complaints of harassment will be promptly, thoroughly and confidently investigated and, where necessary, appropriate corrective action will be taken. Any person found to have unlawfully harassed another employee will be subject to appropriate disciplinary action, up to and including discharge.

Immigration Law Compliance

COMPANY does not hire anyone that is not a citizen of the United States, nor is not a non-citizen that is authorized to work in the U.S. under the Immigration Reform and Control Act of 1986. As a condition of employment, all new and past employees must show valid proof that they are eligible to work in the United States.

Criminal Convictions

COMPANY reserves the right not to hire or retain anyone that has been convicted of a criminal offense. Conviction of a crime may result in an automatic termination of employment. Before any decision is made, the nature of the crime and circumstances surrounding the conviction will be considered.

90 Day Evaluation Period

During the first **90 days** of your employment with **COMPANY**, you will be in an "evaluation period." During this time, your supervisor will continually evaluate your performance and compatibility with **COMPANY**. Should your performance not meet the standards set forth by **COMPANY** or your supervisor, your employment will be terminated.

Standards of Conduct

COMPANY expects that all employees conduct themselves in a professional and ethical manner. An employee should not conduct business that is unethical in any way, nor should an employee influence other employees to act unethically. Furthermore, an employee should report any dishonest activities or damaging conduct to an appropriate supervisor.

In the event that you are aware of another employee's behavior or actions, which you believe are inappropriate, illegal, problematic, or in any way inhibit or affect your job performance or the **COMPANY** work environment, you should discuss such behavior or actions with appropriate management personnel.

COMPANY will promptly, thoroughly and confidentially investigate all reasonable concerns and, where necessary, appropriate corrective action will be taken. You should not discuss such actions or behavior with other **COMPANY** employees. Your discussing such matters with other employees may - in and itself - create an unacceptable work environment for which you will be held responsible and for which you may be disciplined in accordance with **COMPANY** disciplinary policy.

Employee Conduct Outside of Work

Employees in uniform or employees invoking, whether verbal or written, **COMPANY** or any of its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates while outside of work that causes harm or misrepresentation **COMPANY** will be held responsible and for which you may be disciplined in accordance with **COMPANY** disciplinary policy.

Personnel File

COMPANY keeps personnel files on each of its employees. These files are confidential. They will not be copied or be removed from the premises unless there is a legitimate business reason to do so.

General Policies and Procedures

Orientation

In accordance with federal law, both new employees and re-hires will be required to provide documentation of identity and eligibility to work in the United States. The I-9 form will be used for this purpose. New employees will also receive a copy of the Employees Handbook Agreement. The signed copy of the "Acknowledgement & Receipt of Employee Handbook Agreement" will be placed in the employee's personnel file or kept electronically.

Reporting Changes

You are responsible for promptly notifying a Manager of any change IE: your name, address, telephone number, marital status, citizenship, tax withholding allowances, emergency contact information, insurance beneficiary, or dependent insurance converge. Accurate and correct information is vital for benefits, insurance records, and other **COMPANY** files. Each employee is required to notify a Manager, in advance, of the dates of all approved vacation or leave time to be taken.

Breaks

If you work over 5 hours in a day, you are entitled to a meal break of at least 30 minutes that must start before the end of the ***fifth hour of your shift***. You can agree to waive this meal period provided you do not work more than 6 hours in the workday. California law provides most employees with the right to have an unpaid 30-minute meal period if they work more than 5 hours, and the right to have at least one paid ten-minute rest break if they work at least 4 hours in a day. You must notify the Manager on duty when you're taking your breaks. It is the sole responsibility of the employee to notify management of upcoming break periods. ***It is strictly prohibited to skip or miss your unpaid 30-minute meal period.*** This will result in disciplinary action up to and including termination. If you feel you are being denied a rest/meal period please notify management immediately in writing.

Overtime

COMPANY will pay overtime consistent with applicable federal and state law and regulations. Overtime is discouraged but if necessary requires management approval.

Payroll

Employees will be paid on a Friday bi-weekly. Employees will have federal and state taxes withheld from their wages. **COMPANY may use direct deposit or paper checks via Gusto.** All employees are required to use the time clock. **Refrain from punching in more than 2 minutes before your shift starts.** When your shift ends and all your work is done, you must clock out at that time. **COMPANY** frowns upon employees not clocking out on time. If an employee forgets to clock in or out, a Managers approval is mandatory for the write in time. Frequent write in times will result in said employee(s) being written up. Falsifying your time card is grounds for immediate dismissal. No employee including management is permitted to edit or adjust their own time card. If an employee has a higher than usual amount of write in times they will be at a high risk of disciplinary action up to and including termination.

Attendance, Punctuality and Sick Leave

Punctuality and regular attendance are important to the smooth operation of **COMPANY**. If you are consistently late or excessively absent, **our** ability to perform work is affected and an unfair burden is placed on your co-workers. Therefore, unless your absence is permitted or excused, you are responsible for being at work and arriving on time. If you are going to be absent or late, it is your responsibility to call your supervisor as soon as possible. **There is no grace period, one minute late, is late.** If you are absent for several days, you must notify your supervisor each day and you may be required to provide a doctors note specific to your reason for medical absence. This ensures you will not get your coworkers sick or to ensure you are medically cleared to work without any injury to yourself or others.

An employee who is absent for reasons other than those permitted or excused by **COMPANY**, or who repeatedly fail to provide notice as required, will be subject to appropriate disciplinary action, up to and including discharge. If any employee has three or more absences or tardiness in a 60 day period, said employee will face disciplinary action up to and including discharge. We run a tight schedule to give employees the most hours. Call outs and tardiness are disruptive to the companies operation. **Employees who no call, no show** will be viewed as a voluntary termination. Final pay will be sent via direct deposit.

CALLING OUT SICK

All employees **MUST** notify the manager of ALL sick leave, leave of absence and emergent matters. If an employee must call in sick, said employee **MUST communicate with a manager. Do not leave a message with anyone else.** If you must leave early or before closing time because of illness, inform the manager immediately. When we experience high cold, flu and covid illnesses and you call out sick you will need a doctor's note to return to work. Your health is our number one priority and we want to make sure we're not getting our fellow coworkers sick. In the meantime, we will remove you from the schedule to allow you time to get better and find coverage for your position. You will be added back on the next schedule once we receive your doctor's note to release back to work. If you foresee the need to take sick leave (e.g., for non-emergency surgery or for a doctors' appointment), tell the manager as soon as possible so plans can be made to cover your absence.

Availability for Work

Employees must be available for work during normal business hours at a minimum of (4) shifts of work availability. If, for any reason, there is a change in your work availability status, you must notify your supervisor at least two weeks prior to the change. Submit your updated availability in "Hotschedules". If your availability changes become too drastic you may be subject to removal from employment based on your new availability. We require a minimum of (3) days a week on schedule to maintain employment with the company. Excessive requests for time off, shift changes or shift swaps that interfere with the company's policy may affect

employment. You must notify your most tenured manager of any extended requests off of your normal scheduled work shifts. Please understand this could be remedied by releasing you from employment until you return based on the company's availability.

Shift Changes, Swaps and Pick Ups

Any employee wishing to swap, change or pick up a shift must do so in HOTSCHEDULES. These changes must be done during regular business hours. An employee may not pick up additional shift on days they are already working. It is management's discretion to approve or not approve a shift change. Excessive requests for time off, shift changes or shift swaps that interfere with the company's policy may affect employment. You must notify your most tenured manager of any extended requests off of your normal scheduled work shifts. Please understand this could be remedied by releasing you from employment until you return based on the company's availability.

Mandatory Meetings

Employees are required to attend mandatory team meetings. Meetings will be held as needed. Management will try to provide a minimum of 3 days notice.

Zoom Meeting Etiquette

To maintain professionalism and ensure productive meetings, please follow these guidelines:

- Cameras must remain on during the entire meeting unless previously approved.
- Limit all background noise by staying muted when not speaking.
- Please avoid eating or doing anything distracting while on the call.
- Choose a quiet, appropriate space and give the meeting your full attention.

Drugs and Alcohol

COMPANY, will "at will" test employees for compliance with its drug-free workplace policy. As used in this Policy, "at will testing" means a testing of employees for any suspicion of drug or alcohol abuse on or off work. Furthermore, **COMPANY** will also choose employees at random to perform such testing without warrant. This is in effort to promote a work environment free from drug and alcohol abuse.

Employees using or possessing alcohol or illegal drugs on company property or while at work or who report to work under the influence of alcohol or illegal drugs will be subject to disciplinary action, up to and including discharge.

Violence & Weapons

COMPANY takes threats of violence extremely seriously. Any act or threat of violence by or against any employee, customer, supplier, partner or Client is strictly prohibited. This policy applies to all **COMPANY** employees, whether on or off company property. Any use or possession of weapons, whether illegal or not, is prohibited on **COMPANY** property. This includes knives, guns, martial arts weapons, or any other subject that is used as a weapon. Any employees caught possessing a weapon will be disciplined, up to and including termination

Smoking and Vaping

Smoking is not permitted within 100 feet of **COMPANY** premises, by any employee. Smoking, especially in front or in the restaurant is not acceptable. **This policy includes vaping and e-cigarettes.** Any infraction may be grounds for immediate termination.

Recycling

COMPANY supports environment awareness by mandating recycling in the workplace. Employees should dispose of bottles, cans and paper in the appropriate recycling bins. Employees are also encouraged to conserve energy by turning off any unused lights when not needed.

Workplace Attire (location specific)

Cell Phone / Telephone Use

Telephones are provided to enable employees to carry out work assignments in an efficient manner. Personal telephone calls shall not be made at **COMPANY** expense. **Cell phones are to be turned off or silent while at work.** This is in our “non-negotiables” and taken seriously.

Personal Property

COMPANY does not assume responsibility for any personal property located on its premises. Employees are to use their own discretion when choosing to bring personal property and do so at their own risk. Additionally, employees may not bring or display any property that may be viewed as inappropriate or offensive to others.

Personal Safety

The safety of each employee's health and security is very important to **COMPANY**. **COMPANY** is willing to make reasonable efforts to address an employee's safety concerns. Employees should remember to use caution and good judgment in all activities and should notify their supervisor if they believe there is a safety issue that should be addressed.

Confidential Information

COMPANY requires that employees do not disclose information held to be confidential by **COMPANY**.

Employment of Relatives

Employment of relatives is not prohibited by **COMPANY**, provided that the following conditions are met: (1) the applicants is qualified for the position, (2) the employee and relative will not be in a direct reporting relationship with one another and (3) the personal relationship will not adversely affect the workflow or processes of **COMPANY**.

Dating or Fraternization Policy

Company employees may date and develop friendships and relationships with other employees—both inside and outside of the workplace—as long as the relationships don't have a negative impact on their work or the work of others.

Any relationship that interferes with the company culture of teamwork, the harmonious work environment, or the productivity of employees, will be addressed by applying the progressive discipline policy up to and including employment termination.

Adverse workplace behavior—or behavior that affects the workplace that arises because of personal relationships—will not be tolerated.

Anyone employed in a managerial or supervisory role needs to heed the fact that personal relationships with employees who report to them may be perceived as favoritism, misuse of authority, or potentially, sexual harassment and consequently, they are unacceptable.

For the same reason, no employee may date another employee who is separated by more than one level in the chain of command. This includes an employee who reports to their boss's counterpart in another department.

Additionally, any fraternization is prohibited with any employee who reports to the manager or whose terms and conditions of employment—such as pay raises, promotions, and advancement—are potentially affected by the manager.

The fraternization that is prohibited by this policy includes dating, romantic involvement, and sexual relations; close friendships are discouraged in any reporting relationship.

Employees who disregard this policy will receive disciplinary actions up to and including employment termination.

Forced Closings and Severe Weather

Unless notified by your supervisor, you are to report to work on all regularly scheduled days, regardless of weather conditions. If you are unable to report to work due to weather conditions, you must notify your supervisor as soon as possible.

In the event that **COMPANY** closes due to severe weather conditions or another reason, you will not be required to report to work.

Worker's Compensation

COMPANY requires that all employees report job-related accidents or injuries to a supervisor immediately, whether the accident occurred on or off **COMPANY** premises. Failure to report an injury, regardless of how minor, could result in difficulty with employee's claim. All workers' compensation claims will be paid directly to employees and employees are expected to return to work immediately upon release by their doctor.

Disciplinary Policies

Problem Resolution

COMPANY seeks to deal openly and directly with its employees and believes that communication between employees and management is critical to solving problems. Co-workers that may have a problem with one another should attempt to resolve the problem themselves. If a resolution cannot be agreed upon, both employees should approach their supervisor(s), who will work with the employees to determine a resolution. In these instances, the decision of the supervisor is final. Employees that have a problem with a supervisor should first go to the supervisor and state the problem. If a resolution cannot be agreed upon, the employees should present his or her problem in writing, to a Manager. The decision of the Manager will be final. If the problem is with your manager please contact the owner.

Corrective Action

Corrective Action is taken against an employee in response to a rule infraction or a violation of **COMPANY** policies. Corrective action will be taken until the violation or infraction is corrected.

Corrective Action usually begins with a verbal warning, followed by a written warning that is placed in the employee's personnel folder. If more serious corrective action is required, the employee may be put on probation/suspension, or have his or her employment terminated.

COMPANY considers some violations as grounds for immediate dismissal, including, but not limited to: insubordinate behavior, sexual harassment, theft, destruction of **COMPANY** property, breach of confidentiality agreement, untruthfulness about personal background, drug or

alcohol abuse, or threats of violence. Theft is regarded as the taking of personal property belonging to someone else or **COMPANY**.

ELECTRONIC COMMUNICATION POLICY

All electronic communications to or from **COMPANY** are governed by these terms and conditions. The addition or deletion of employees in a company work chat does not constitute employment or termination. Creating group chats with work members that have a primary function to discuss work related matters is strictly prohibited by staff and may be grounds for immediate separation. If there are matters that need discussion they should only be discussed with all work members and management in company approved groups.

1. Intended Recipients

Electronic communications from **COMPANY** are intended only for the person or persons to whom the communications are addressed. Absent specific instruction, such communications are not intended or approved for forwarding, copying, screenshotting, posting on any website, or disclosure to any unauthorized recipient and may not be relied upon by any person other than the intended addressee. Persons who receive electronic communications who are not the recipient intended by **COMPANY** sender are asked to delete the communication without reviewing its contents, copying or forwarding the communication and notify the Precision Resource sender as soon as possible of their receipt and deletion of the communication.

2. Legal Effect

Electronic communications are intended as a convenient way to exchange information but are not intended to create any legally binding obligation on **COMPANY**.

No employee, representative, or agent of **COMPANY** is authorized to conclude any legally binding agreement, or make any legally binding representations or warranties, on behalf of **COMPANY** by electronic communication without the express written confirmation of an officer or director of **COMPANY**. Any representation to the contrary may not be relied upon by the recipient of the electronic communication. *Any electronic communications sent to **COMPANY** purporting to legally bind **COMPANY** in any way shall have no force or effect.*

No Additional Compensation

There will be no additional compensation including but not limited to sending, receiving and reading of emails, text messages, messaging apps, scheduling apps, social media, etc.

3. Confidential and Privileged Information

Any information contained in electronic communications and any attachments thereof relating to the business of **COMPANY** or any of its employees, shareholders, customers or suppliers is confidential and may be privileged. Any such information shall not be disclosed to any third party or used for any purpose other than the purpose intended by the **COMPANY**. **This is**

especially true in the company's employee communication in WhatsApp and TablelistPro.

The inadvertent misdirection of an electronic communication containing confidential or privileged information shall not constitute a waiver of **COMPANY**'s rights with respect to such confidentiality (including trade secrets) or privilege. Any electronic communication from **COMPANY** sender to or from its legal counsel, including in-house legal counsel, shall be presumed subject to the attorney-client privilege even if others are copied on such communications.

4. Views and Opinions.

Information, views and opinions contained in an electronic communication express the opinion of the sender and not necessarily the opinion of the Company. **COMPANY** policy prohibits the use of electronic communications in any harassing, illegal or discriminatory manner or that infringes or violates the rights of others. Any communications contrary to such policy are not authorized by **COMPANY** and are outside the scope of employment of the sender. The company will not accept any liability in respect of any such communication. Email communications to and from **COMPANY** may be monitored to ensure compliance with internal policies.

5. Nature of Electronic Communication; Acceptance of Risk.

By its nature, electronic communication is subject to risk. Electronic communications are not secure and cannot be guaranteed to be error free as they can be intercepted, delayed, mis-directed, amended, altered, corrupted, lost or destroyed. Additionally, although **COMPANY** takes reasonable and customary measures to ensure that outgoing electronic communication is free of virus infection, such infection remains a possibility. The recipient should check any electronic communications and any attachments for the presence of viruses. **COMPANY** accepts no liability for any intercepted, delayed, mis-directed, amended, altered, corrupted, lost or destroyed messages, any errors or omissions in the content of any electronic communication, or any damage caused by viruses resulting from electronic communications from **COMPANY**. Any person or entity engaging in electronic communication with **COMPANY** accepts all of the foregoing risks and these Terms and Conditions by virtue of engaging in such communication.

6. Unauthorized work-related group chats are not allowed

All communication regarding company operations, events, or staffing must go through approved channels. Unofficial group chats can lead to miscommunication, policy violations, and confidentiality breaches. Violators may be subject to disciplinary action up to and including termination.

Separation Policies

Employees of **COMPANY** that are absent for more than 1 shift without notifying a direct supervisor are considered to have voluntarily abandoned their employment. The effective date of termination will be the last day the employee reported for work. ***If an employee voluntarily quits without any notice, final pay may be delayed if an employee chooses direct deposit.*** Our payroll department will issue and initiate final pay as soon as employee voluntarily quits. Our payroll system Gusto takes **4 business days to send direct deposit for regular payroll or separation payroll.**

Termination

COMPANY does not have tenure or guaranteed employment. You or **COMPANY** may terminate your employment at any time for any reason. Termination may result from any of the following: (1) Corrective action measures, which include infraction for violation of **COMPANY** policies, (2) layoffs or furloughs.

Termination Process

COMPANY requires that employees return all uniforms and other **COMPANY** owned property, recipes or documents or designs on or before the last day of work. When all **COMPANY** owned property has been collected, i.e.: shirts, the employee will receive his or her final paycheck. Shirts must be kept in reasonable condition factoring in normal wear and tear. Equipment and Software: You must to return and/or delete all **COMPANY** owned equipment or property including but not limited to the computer hardware, any key(s), software, company credit card(s), passwords, spreadsheets and recipes. Additionally, hand over/delete messages, logins and/or passwords to company online services accounts including but not limited to Office 365, WhatsApp, Heartland Payroll, Aloha, Hot Schedules, Amazon/Prime, Yelp, Uber Eats, Doordash, Tablelist, all vendor accounts, (email, drive, and calendar), Facebook, Eventbrite, Twitter, Instagram.

Two Week Notice, Pooled Tip Share

When employees give their two week notice management may end employment upon receipt. If notice is given or not given employees will receive shared tips when the following pay period checks are issued. All regular wages will be paid in accordance with company policy, state and federal law. Wages may be deducted until employee returns all company assets. If an employee elects to receive final pay via direct deposit please note and agree that it may take up to 4 days from time of voluntary or involuntary termination of employment.

Jewelry, Perfume, Hair and Makeup

COMPANY strives to project a corporate image. Wearing of jewelry shall be kept to a minimum. No more than ONE ring per hand. Earrings shall be kept close to the ear. No dangling earrings or large hoop type earrings. Hoops shall be no larger than the size of a dime. Excessive amounts of perfume or cologne is discouraged. Be courteous of other **COMPANY** employees and **COMPANY** customers' allergies. Hair will be kept clean and up off the shoulders. Makeup shall be worn conservatively. Management will use their discretion.

Cash and Credit Card Handling

Employees are responsible for proper cash and credit card handling. Procedures are different at our various concepts but the following principles hold true:

1. Never leave cash unattended
2. Give back correct change by counting it back to guest
3. Collect all credit card receipts and turn in with paperwork to manger
4. Always use chip reader over swipe
5. You are solely responsible for your “cash owed” or drawer
6. You are responsible for turning in receipts and invoices for items purchased.
7. ***Managers are responsible for maintaining proper counts on but not limited to; change bags, door banks, daily drops, door money, bank deposits with written receipt DAILY.***
8. Managers are responsible for settling credit card batches.
9. Employees in certain positions are required to verify credit card payments by a copy of CC holders drivers licenses.
10. If a customers does a charge back employee must return tip to company.
11. Employees are responsible if they charge the wrong tab to the wrong customer.
12. ***Employees are responsible for counting and verifying their drawer prior to use by leaving a “chit” with the date, amount of bank and employee initials.***
13. If customer tab reaches a higher than average amount you must ask the customer to hold a credit card or cash them out. This is especially important in bar atmospheres where customers tend to move around.
14. All amounts over \$100 must be processed by cash or CHIP READER only. Not by swipe, tap or apple/android pay.

Employees who violate this policy will receive disciplinary actions up to and including employment termination. The decision to counsel or terminate employee depends on the circumstance. It will be at the discretion of management based on what is known at that time.

Conflict of Interest Policy

Employees are expected to act in the best interest of the company at all times. Any activity that conflicts with the company’s business or appears to do so is prohibited. This includes, but is not limited to: Promoting, endorsing, or advertising any competing nightclub, bar, restaurant, lounge, or entertainment venue while employed by us. Engaging in any business or employment (paid or unpaid) that competes with the interests of the company, including working for or collaborating with other nightlife or hospitality businesses in any capacity without written approval. Using company time, resources, or relationships to benefit any competing business or personal venture. Failure to disclose a potential conflict of interest, or participating in any of the above, may result in disciplinary action up to and including termination.

“COMPANY” refers to the corresponding company you select during electronic signature or written here _____

Non-Disclosure

Employee agrees to not disclose at any time any non-public, confidential information including but not limited to any offers, agreements, customer information, negotiations, processes, trade secrets, **screenshots**, pictures or business practices of the COMPANY not already known to the public. Any breach of non-disclosure by Individual shall incur a fee of \$25,000 payable to COMPANY within three business days of breach.

Non-Disparagement

Employee agrees that he/she/they will not, at any time, make, directly or indirectly, any oral or written public statements, social media posts or online reviews that are disparaging of COMPANY, its products or services, and any of its present or former officers, directors or employees. COMPANY (limited to its officers and directors) agrees that it will not, at any time, make, directly or indirectly, any oral or written public statements, social media posts or online reviews that are disparaging of Employee. Any breach of non-disparagement by EMPLOYEE shall incur a fee of \$25,000 payable to COMPANY within three business days of breach.

Release of Claims

Employee hereby generally and completely releases the COMPANY and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively “Released Party”) from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date you sign this document.

Arbitration and Class Action Waiver

You and the COMPANY agree to submit to mandatory binding arbitration any and all claims arising out of or related to your employment with company and the termination thereof, including, but not limited to, claims for unpaid wages, wrongful termination, torts, stock or stock options or other ownership interest in the COMPANY, and/or discrimination (including harassment) based upon any federal, state or local ordinance, statute, regulation or constitutional provision except that each party may, at its, his or her option, seek injunctive relief in court related to the improper use, disclosure or misappropriation of a party’s private, proprietary, confidential or trade secret information (collectively, “Arbitrable Claims”). Further, to the fullest extent permitted by law, you and company agree that no class or collective actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in your individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding. Nothing in this Arbitration and **Class Action Waiver** section, however, restricts your right, if any, to file in court a representative action under applicable law, including California Labor Code Sections 2698, et seq.