

Typical Employment Agreement (This example is meant only as a guide and should be carefully examined and completed to meet your business's needs.)

This EMPLOYMENT AGREEMENT (the "Agreement") is entered into, by and betweenSurf School (or individual). (the " Company") and ("Surf Instructor") as of (the " Effective Date").

WHEREAS, the parties desire to enter into an agreement to reflect the Surf Instructor's position and role in the Company's business and to provide for Surf Instructor's employment by the Company, upon the terms and conditions set forth herein.

WHEREAS, Surf Instructor has agreed to certain confidentiality, non-competition and non-solicitation covenants contained hereunder, in consideration of the benefits provided to Executive under this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Employment. The Company hereby agrees to continue to employ Surf Instructor, and Surf Instructor hereby accepts such continued employment and agrees to perform Surf Instructor's duties and responsibilities, in accordance with the terms, conditions and provisions hereinafter set forth.

1.1 Employment Term. This Agreement shall be effective as of the Effective Date, and shall continue until(normally end of season) unless the Agreement is terminated sooner upon decision of the Surf School.

1.2 Duties and Responsibilities. (see the suggested Surf School Lesson Plan). Each Surf Instructor will be required to sign statements that they will 1) follow safe instruction guidelines, 2) follow sexual harassment guidelines, 3) follow injury reporting guidelines, and 4) follow workman's compensation guidelines as specified by the National Surf Schools and Instructors Association and provided by the Company.

1.3 Extent of Service. During the Employment Term, Surf Instructor agrees to use Surf Instructor's full and best efforts to carry out Surf Instructor's duties and responsibilities identified herein with the highest degree of loyalty and the highest standards of care and, consistent with the other provisions of this Agreement. Surf Instructor agrees to devote substantially all of Surf Instructor's business time, attention and energy thereto.

1.4 Compensation. During the Employment Term, for all the services rendered by Surf Instructor hereunder, the Company shall pay Surf Instructor a fee of for instruction as indicated in the lesson plan or described herein. No other compensation shall be covered under the terms of this contract.

2. Termination. Surf Instructor's employment shall terminate upon the occurrence of any of the following events:

2.1 Termination Without Cause. The Company may terminate Surf Instructor's employment with the Company at any time without Cause upon not less than 6 days' prior written or verbal notice. No termination compensation will be provided other than that already accumulated by the Surf Instructor.

(a) Payment of compensation described above shall be made within 7 days after Surf Instructor's Termination Date.

2.2 Disability . The Company may terminate Surf Instructor's employment if Surf Instructor is unable to perform the essential functions of Surf Instructor's position with the Company, with or without reasonable accommodation, by reason of physical or mental incapacity, **or failure to maintain necessary certificates or credentials** for a period of 5 consecutive days (" Disability ").