

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (the "Agreement") dated this _____ day of _____, _____ for the position of **Scooper Supervisor, part time**.

BETWEEN:

Mobile Scoops Ltd. Of: 144 Dover Ridge Bay SE, Calgary, AB T2B 2B5, Canada
(the "Employer")

OF THE FIRST PART

- AND -

_____**YOUR NAME HERE**_____ of _____**YOUR ADDRESS**_____

(the "Employee")

OF THE SECOND PART

A. 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:

34. Commencement Date and Term

1. The Employee will commence employment with the Employer on _____ (the "Commencement Date").
2. Subject to the Probationary Period and subject to termination as provided in this Agreement, the Employee's position is a temporary position and will end on _____ + 90 days to the date above _____. The parties acknowledge that various provisions of this Agreement survive past termination of employment.

3. The Employee must successfully complete a probationary period of three months (the 'Probationary Period') beginning on the Commencement Date. At any time during the Probationary Period, as and where permitted by law, the Employer will have the right to terminate employment without any notice or compensation to the Employee other than wages owed for hours of work already completed.

4. Job Title and Description

4. The initial job title of the Employee will be **Scooper Supervisor**. The initial job duties the Employee will be expected to perform will be the following:
 1. Must obtain a food handling permit; <https://www.foodsafety.ca/> (employee will have 1 hour of pay added to their first job);
 2. The employer shall provide the employee with 3 t-shirts, t-shirts are to be returned upon termination or if the employee quits. Failure to return the t-shirts will result in a deduction of \$ 20.00 per t-shirt.
 3. Employee shall carry its cell phone at all times and shall respond to the Employer immediately while on the job.
 4. Employee shall have a Class 5 licence and needs to be capable of driving a 1 ton 4 x 4 pickup that will be pulling the mobile ice cream trailer with confidence. They must be able to safely load and off load and set up the trailer.
 1. Employee needs to understand the trailer equipment and be able to operate and refuel a genset safely and diagnose operating problems on the trailer.
 2. Employee shall ensure that the trailer has enough Inventory on hand,
 3. Employee shall ensure that water is being supplied and disposed of and that there is sufficient fuel on hand to operate the Genset.
 4. Employee shall ensure all Cash is counted at the end of each shift and reported to the Employer and then kept safe.
 5. All other non ice cream serving duties are the responsibility of this employee.
 1. Shall complete the Inventory before and after daily.

6. Shall serve ice cream and run the cash as needed to support the team.
5. Employee shall ensure all Scoopers are working properly and shall ensure they meet the obligations of their employment agreement and the requirements of safe serving.
6. Show up on time daily for the complete job. A job maybe 1 to 5 days long.
7. Employees must follow procedures as set out for them. Procedures will be provided and trained for them.
8. Worker must maintain personal cleanliness as required and help to keep the work area clean and tidy.
9. Maintain positive, friendly and respectful communication with the buying public and fellow workers.
10. During peak times scheduled breaks may be cancelled and will be made up later during non peak times.
 1. A peak time will be defined when more than 40 people are lined up to be served.
11. Worker must wear company provided t shirt and are responsible for laundering them as needed, Shirts must be clean at the start of each shift. 3 T-shirts shall be provided.; and
12. Report any health or safety violations to the Operations Manager. Reports should be submitted in writing after the initial verbal report.
9. 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 and Scoop Supervisor.
10. 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.
11. 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.

13. 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.

14. Employee Compensation

14. 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 **\$25.00/hr** plus a job completion bonus and a job completion commission according to the following rules:

Job completion bonus: The worker will be paid an additional **____/hr** for each hour worked **IF** the worker completes the job.

Quitting or not showing up for all shifts on the job will result in this payment not being paid.

If sickness caused the absence a doctors note is required. And the job completion bonus and commission will only be paid for time actually worked, There is no payment for sickness or for missing work.

Job completion commission: For each job completed the Employee shall receive **0.3%** of the job gross revenue as calculated by electronic sales.

In the event that cash or deposits are stolen or if materials are stolen during a job this commission will not be paid for the day.

Quitting or not showing up for all shifts on the job will result in this payment not being paid.

Cash Tips: Any Cash tips received shall be shared equally amongst the Supervisor and the Scoopers at the end of each shift.

IF you quit during the shift you do not receive any cash tips.

15. This Compensation will be payable twice per month while this Agreement is in force. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.

16. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

17. Place of Work

The Employee's place of work will change depending upon where the job is. The Employer will pick up the Employee as the edge of the city of Calgary for all jobs located outside of the city.

In the Event that the job requires an over night stay the Employer shall pay for the accommodations and food for the Employee.

Typical work locations may include: *Rodeos, Corporate events, Concerts, Demolition Derbies and other types of outdoor events.*

18. Employee Benefits

The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's employment booklets, manuals, and policy documents or as required by law.

Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

19. Vacation

The Employee will be entitled to the following paid vacation each year during the term of this Agreement, or paid vacation as entitled by law, whichever is greater:

The Scooper shall receive 6% Holiday Pay provided they work more than 30 days in 12 months.

The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee.

Upon termination of employment, the Employer will compensate the Employee for any accrued but unused vacation.

20. Conflict of Interest

During the term of the Employee's active employment with the Employer, it is understood and agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

21. Contract Binding Authority

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.

22. Termination Due to Discontinuance of Business

Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Employer will discontinue operating its business at the location where the Employee is employed, then, at the Employer's sole option, and as permitted by law, this Agreement will terminate as of the last day of the month in which the Employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the Termination Date of this Agreement.

23. Termination of Employment

Where there is just cause for termination, the Employer may terminate the Employee's employment without notice, as permitted by law.

The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is any minimum notice required by law.

If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with any 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.

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 including any accrued vacation and banked time, if any, calculated to the Termination Date.

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.

24. Remedies

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.

25. Severability

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.

26. Notices

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: Mobile Scoops Ltd.

Address: 144 Dover Ridge Bay SE, Calgary, AB T2B 2B5, Canada

Email: wgc@mobilescoops.com 587-888-1097

Employee:

Name: _____

Address/e-mail & phone#: _____

27. Modification of Agreement

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.

28. Governing Law

This Agreement will be construed in accordance with and governed by the laws of the Province of Alberta.

29. Definitions

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

1. '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.

30. General Provisions

Time is of the essence in this Agreement.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations, and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.

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 _____, _____.

Mobile Scoops Ltd.

Per:

(Seal)

Officer's Name: _____

(EMPLOYEE)