**CASUAL EMPLOYMENT AGREEMENT**

This Casual Employment Agreement (the „Agreement”) dated this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employer”)

and:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employee”).

**BACKGROUND**

WHEREAS, Employer wishes to retain Employee for certain work-related services,

WHEREAS, Employee wishes to render such services to Employer.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

**1. TYPE OF EMPLOYMENT**

The Employee will be employed on the following basis: casual.

**2. POSITION**

Employer will employ Employee in the following position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Position").

Employee will be responsible for the following duties:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Employer may change these duties and responsibilities during the course of the Employee’s employment after consultation with the Employee.

**3. NO CONTINUOUS SERVICE**

There is no continuity of service between Employee and Employer between the end of one assignment and the start of the next assignment. If Employee accept an assignment, his continuous employment will begin on the date the assignment starts and end on the date the assignment starts and end on the date the assignment terminates.

No employment with a previous employer or under a previous assignment counts as part of Employee period of continuous employment.

These Terms and Conditions govern the relationship between Employee and Employer in the event that Employer offers Employee work and you agree to accept that work, It does not create a legal relationship between Employee and Employer unless and until Employee choose to accept an assignment.

**4. PAYMENT**

Employee will receive an hourly rate for all hours worked (Hourly Rate). The standard Hourly Rate will be \_\_\_\_\_\_\_\_\_\_\_\_ per hour (gross). The payment will be paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [weekly/monthly/other]. The payment will be paid by direct deposit into the Employee's nominated bank account.

**5. SCHEDULE & LOCATION**

Employee is expected to work within the following schedule:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee is expected to work at the following location:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. TERM OF AGREEMENT**

The starting date for the employment is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Starting Date"). Employee will be expected to begin work on the Starting Date.

**7. TERMINATION**

Employer may terminate this Agreement at any time, with or without notice, for any reason or no reason at all. Employer does not need cause to terminate Employee's employment.

Employee may terminate this Agreement at any time, by giving the employer not less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_ weeks' written notice. Oral notice shall not suffice.

**8. RETURN OF EMPLOYER PROPERTY**

Upon the expiry or termination of this Agreement, the Employee will return to the Employer any property, documentation, records, or Confidential Information which is the property of the Employer.

**9. INTELLECTUAL PROPERTY**

Employee hereby covenants and agrees not to release or otherwise disclose any Trade Secret Information, as hereinafter defined, that Employee may have received in the course of the employment. Trade Secret Information includes, but is not limited to, any formula, process, method, pattern, design, or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

**10. GOVERNING LAW**

This Agreement will be governed by and constructed in accordance with the laws \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**11. HEADINGS**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**12. SEVERABILITY**

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**13. MODIFICATION OF AGREEMENT**

No modification of this Agreement shall be valid unless in writing and executed by both Parties.

**14. ADDITIONAL TERMS AND CONDITION**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement in duplicate on the date set out at the head of the Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Employer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date