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## EMPLOYMENT AGREEMENT

Employment Agreement, entered into between Falcon Enterprises, Inc. DBA Falcon Production Partners (“Company”) and \_\_\_\_\_ (“Employee”).

### Employment, Duties and Acceptance

Company hereby employs Employee for the Term (as defined herein) to render services to Company and/or the clients of Company engaged in the business of Electronic Communications/Production Services and to perform such duties as Employee shall reasonably be directed to perform by representatives of the Company.

Employee hereby accepts such employment and agrees to render such services. Employee agrees to render such services at locations as designated by Company. Employee may travel on temporary trips to various places as may be required from time to time to perform his duties hereunder.

### Term of Employment

The term of Employee’s employment pursuant to this Agreement (the “Initial Term”) shall begin and end on the dates indicated on the provided Company Time Sheets subject to the provisions herein of this Agreement providing for earlier termination of Employee’s employment in certain circumstances.

**Sole Employer:** By initialing hereafter, employee hereby acknowledges that Company shall be the Employee’s sole representative and subsequent exclusive employer, unless waived on a case by case basis by Company, in matters relating to work in the sound, video and film production industry and compensation thereof and Employee agrees to refer all employment inquiries to Company. This clause shall take effect on the date of signing of this Agreement and terminate on 30 days notice by either party. This clause (Sole Employer) shall not in any way obligate Company to procure or guarantee employment for Employee. \_\_\_\_\_ **Employee’s Initials.**

**Not Sole Employer:** By initialing hereafter, employee hereby states that Company shall not be the Employee’s sole representative and subsequent exclusive employer in matters relating to work procurement in the sound, video and film production industry and compensation thereof. As such, the Employee may not bind the Company in the role of Employer without the explicit advance permission of the Company and the full completion of authorized Company Time Sheets. \_\_\_\_\_ **Employee’s Initials.**

### Waiver of Repeated Signing of Employment Agreement

Whereas the unique nature of the production industry may result in the periodic re-employment of the Employee, the Company and Employee hereby agree that the terms of this agreement shall govern periodic re-employment “Ensuing Terms” of Employee, except for wages, which may be subject to verbal negotiation and agreement.

### Compensation

- As compensation for all services to be rendered pursuant to this Agreement to or at the request of Company, Company agrees to pay Employee amounts evidenced on approved Time Sheets. Information contained on approved Time Sheets are incorporated herein.
- The wage set forth hereinabove shall be payable in accordance with the regular payroll practices of the Company. All payments hereunder shall be subject to the provisions hereof.
- During the Term, Employee will be covered by Workers Compensation and Unemployment Insurance. No other benefits such as medical insurance, pension or any other similar programs are provided by Company. Said programs are the sole and exclusive responsibility of the employee. Notwithstanding anything herein

to the contrary, however, Company shall have the right to amend or terminate non-legally required programs.

## **Working Conditions**

Except where published conditions enable the Employee to negotiate with a Client on his/her own behalf, the Company shall be the sole arbiter as to compensation and working conditions of the Employee, and Employee shall adhere thereto, provided that said compensation and working conditions are in compliance with lawful authorities and the terms herein.

## **Time Sheets**

The Employee acknowledges that Company Time Sheets, approved by the Client are the sole basis for calculating compensation, reimbursements and other emolument that may inure to the benefit of the Employee. Failure on the part of the Employee to possess, complete and provide Time Sheets to the Client supervisor in a timely fashion may delay payment of compensation to the Employee and Employee shall hold both Falcon and Client harmless for any consequences or delays, related thereto.

## **Business Expenses**

Company shall pay in advance, or subsequently reimburse, (said method being at the Company's discretion) Employee for all authorized necessary and reasonable expenses incurred or paid by Employee in connection with the performance of services under this Agreement upon presentation of expense statements or vouchers or such other supporting information as it as requested evidencing the nature of such expense, and, if appropriate, the payment thereof by Employee, and otherwise in accordance with Company procedures from time to time in effect.

## **Arbitration**

The parties expressly agree that all disputes or controversies arising out of this Agreement, its performance, or the alleged breach thereof, if not disposed of by agreement, shall be resolved by arbitration in accordance with this section. Either party must demand such arbitration only within nine (9) months after the controversy arises by sending a notice of demand to arbitrate to the American Arbitration Association (the "Association"), with a copy thereof to the other party. The dispute shall then be arbitrated by a three-arbitrator panel pursuant to the Commercial Rules of the Association at the Association office in Columbus, Ohio or the nearest location thereto. In the disposition of the dispute, the arbitrators shall be governed by the express terms of this Agreement and otherwise by the laws of the State of Ohio which shall govern the interpretation of the Agreement. The decision of the arbitrators shall be final and conclusive on the parties and shall be a bar to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal. Notwithstanding the foregoing, judgment on any award by the arbitrators may be entered in any court of competent jurisdiction. This arbitration provision shall survive any expiration or termination of the Agreement.

## **Termination**

- **Disability.** If Employee shall be prevented from performing Employee's usual duties the Employee, the Employee may be terminated upon written notice to employee, effective on such 1<sup>st</sup> day, without further obligation or liability to Employee, except for any compensation and authorized reimbursements accrued hereunder but not yet paid and civil benefits required by law which by their nature may be continuing.
- **Death.** In the event of Employee's death during the Term, this Agreement shall automatically terminate, except that (a) Employee's estate shall be entitled to receive the compensation provided for hereunder to the last day of the pay week in which Employee's death occurs; and (b) such termination shall not affect any amounts payable as insurance or other death benefits under any plans or arrangements (if any) then in force or effect with respect to Employee.
- **Specified Cause.** Upon furnishing of notice to the Employee, the Company may terminate the employment of the Employee for cause at any time during the Employment period by reason of the Employee's (i) neglect of his duties hereunder, (ii) breach of or negligence with respect to his obligations under this Agreement, (iii) engaging in misconduct injurious to the company or (iv) the Employee's commission of an act constituting common law fraud or a felony. If the Employee's employment is terminated by the Company for cause as herein defined, his Base Wage and his eligibility for all other

benefits provided by the Company shall cease as of his termination date, after which time the Company shall have no other further liability or obligation of any kind to the Employee under this Agreement, except the Employee shall have the right to receive:

- The unpaid portion of the Base Wage, computed on a pro rata basis to the date of termination;
- Reimbursement for any authorized unpaid business expenses;
- Any earned but unpaid commission or other sales incentives;
- Unused personal and vacation days to which the Employee is entitled in accordance with Company policy; and
- Any post-termination benefits in accordance with the Company welfare and benefit plans.

**Protection of Confidential Information.** In view of the fact that Employee's work as an employee of Company will bring Employee into close contact with many confidential affairs of the Company and its clients/affiliates, including matters of a business nature, such as information about costs, profits, markets, sales, and any other information not readily available to the public, and plans for future developments, Employee agrees:

- To keep secret all confidential matters of Company and its clients/affiliates and not to disclose them to anyone outside of Company, either during or after Employee's employment with Company, except with Company's written consent, and
- To deliver promptly to Company on termination of Employee's employment by Company, or at any time Company may so request, all memoranda, notes, records, reports, recorded media, and other documents (and all copies thereof) relating to Company's and its clients/affiliates' businesses which Employee may then possess or have under the Employee's control.

**Ownership of Results of Services.** Company shall own, and Employee hereby transfers and assigns to it, all rights of every kind and character throughout the work, in perpetuity, in and to any material and/or ideas written, suggested, or submitted by Employee hereunder and all other results and proceeds of Employee's services hereunder, whether the same consists of literary, dramatic, mechanical or any other form of works, themes, ideas, creations, products or compositions. Employee agrees to execute and deliver to Company such assignments or other instruments as Company may require from time to time to evidence its ownership of the results and proceeds of Employee's services.

**Non-Solicitation of Employees.** The Employee shall not, during his employment with the Company and for one (1) year following termination of Employee's employment with the Company, including, without limitation, termination by the Company for cause or without cause, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee, current or future, of the Company or client of the Company to leave the Company or client of the Company for any reason whatsoever, or hire any current or future employee of the Company.

**Non-Solicitation of Customers.** Employee shall not during his time of employment with the Company, directly or indirectly, solicit the trade of, any customer of the Company or customer of the Company's Clients for any business purpose other than for the benefit of the Company. Employee further acknowledges that, in consideration of the promises contained in the Agreement and to induce the Company to enter into this Agreement, he/she shall not for one (1) year following the termination of his/her employment with the Company, including, without limitation, termination by the Company for cause or without cause, directly or indirectly, solicit the trade of, or do business with, any person or entity whatsoever who or which is or was a customer of the Company in any of the territory or territories assigned to the Employee during the Employment Period, with respect to products or services of the same or similar kind as those presently or in the future offered by the Company.

**Conduct in Safety/Permits.** Employee shall at all times execute his responsibilities in a safe and prudent manner including maintaining and keeping in force any licenses or permits required by lawful authorities. Employee warrants that he/she is and will continue to be in compliance with all lawful requirements relative to the operation of personal motor vehicles while in the employ of Company. Under no circumstances will Employee perform work in, near or with hazardous substances or conditions, including smoke and wet work, without the prior explicit written consent, and mutual terms thereof, of both Employee and Company.

**Injury.** If injured on the job, the Employee will seek immediate appropriate medical attention and promptly report the nature and circumstances of the injury to the Company. By initialing here \_\_\_\_\_, Employee acknowledges receipt and understanding of "Instructions On What To Do If You Are Injured On The Job".

**Drugs and Alcohol.** The use of prescription medications, unless lawfully prescribed specifically for the Employee by a licensed medical practitioner, and/or illicit drugs/substances and/or intoxicants while in the employ of the Company and/or in the course of travel to or from the employ of the company are strictly prohibited. Employee agrees to notify his supervisor if prescription medications may, in any way, impair his ability to safely perform assigned tasks. Company reserves the right to conduct random unscheduled drug/alcohol tests at Company's discretion and Employee hereby agrees to comply therewith.

**Advice of Counsel/Restrictive Covenants.** The Employee has had the opportunity to consult with independent counsel and understands the nature of and the burdens imposed by the restrictive covenants contained in this Agreement. The Employee represents and acknowledges that such covenants are reasonable, enforceable, and proper in duration, scope and effect. Moreover, Employee represents and warrants that his experience and capabilities are such that the restrictive covenants set forth herein will not prevent him from earning his livelihood and that Employee will be fully able to earn an adequate livelihood for himself and his dependents if any of such provisions should be specifically enforced against Employee.

**Assignment.** This Agreement is personal in its nature and the Employee shall not without the prior written consent of the Company, assign or transfer this Agreement or any rights, duties or obligations hereunder.

**Entire Agreement.** This agreement constitutes the full and complete understanding and agreement of the parties hereto with respect to any employment of the Employee by the Company and company handbooks and/or other written policies are incorporated herein. This Agreement supersedes all prior agreements and understanding with respect to the subject matter hereof, whether written or oral.

This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

**Provisions of this Agreement.** The provisions of this Agreement shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns. This Agreement and Employee's rights and obligations hereunder may not be assigned by Employee. Company may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business and assets. Company may also assign this Agreement to any affiliate of Company; provided, however, that no such assignment shall (unless Employee shall so agree in writing) release Company of liability directly to Employee for the due performance of all of the terms, covenants, and conditions of this Agreement to be complied with and performed by Company. The term "affiliate", as used in this agreement, shall mean any corporation, firm, partnership, or other entity controlling, controlled by or under common control with Company. The term "control" (including "controlling", "controlled by", and "under common control with"), as used in the preceding sentence, shall be deemed to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, firm, partnership, or other entity, whether through ownership of voting securities or by contract or otherwise.

#### **Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

**Notices.** All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, as follows:

If to Employee: To home address.

If to Falcon Enterprises, Inc., (Company) 1429 King Avenue, Suite 10LL, Columbus, Ohio 43212

**Remedies.** All remedies hereunder are cumulative, are in addition to any other remedies provided by law and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure or delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement.

This agreement effective on the date signed and dated by Company and Employee.

Falcon Enterprises, Inc (Company)

Name of Employee

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_