

ZERO HOUR EMPLOYMENT AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Employer Name: _____

Employer Address: _____

Employee Name: _____

Employee Address: _____

RECITALS:

WHEREAS, Employer desires to engage Employee on a zero hour basis, and Employee agrees to provide services to Employer as needed, subject to the terms and conditions set forth herein; and WHEREAS, this Agreement sets forth the entire agreement between Employer and Employee with respect to the subject matter herein.

1. EMPLOYMENT AND SERVICES:

Employer agrees to engage Employee, and Employee agrees to provide services on an as-needed basis. Employee is not obligated to accept any particular assignment and Employer does not guarantee any minimum hours of work under this Agreement.

2. HOURS OF WORK:

Employee's hours of work shall be variable and irregular. Employer shall not be obligated to provide any work to Employee, and Employee shall have no obligation to accept any work offered by Employer.

3. COMPENSATION:

Employee shall be compensated only for hours worked at the agreed hourly rate of compensation. Payment shall be made according to Employer's usual payroll practices and applicable law. No other compensation, benefits, or remuneration shall be provided unless explicitly agreed in writing.

4. OBLIGATION TO REPORT:

Employee agrees to report honestly and accurately all hours worked, and Employer agrees to keep accurate records of all hours worked by Employee.

5. TERMINATION:

Either party may terminate this Agreement at any time for any reason by providing written notice to the other party. Termination shall not affect any compensation due for hours worked prior to termination.

6. AT-WILL EMPLOYMENT AND NO GUARANTEE OF WORK:

The parties acknowledge and agree that Employee's engagement is on an at-will, zero hour basis, and nothing in this Agreement shall be construed as a guarantee of employment or hours. Employee is free to accept or reject work as desired.

7. EMPLOYEE STATUS:

Employee is engaged as an employee of Employer and not as an independent contractor. Employee shall comply with all applicable policies, procedures, and lawful instructions provided by Employer.

8. CONFIDENTIALITY:

Employee acknowledges that during the course of employment, they may have access to confidential and proprietary information. Employee agrees not to disclose or use such information except as necessary to perform services for Employer.

9. COMPLIANCE WITH LAWS:

Employee agrees to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of their duties.

10. NO ENTITLEMENT TO BENEFITS:

Employee understands and agrees that they shall not be entitled to any employee benefits, including but not limited to health insurance, retirement benefits, paid leave, or unemployment benefits, except as required by law or as mutually agreed in writing.

11. INDEMNIFICATION:

Employee agrees to indemnify and hold harmless Employer from and against any and all claims, damages, liabilities, costs, and expenses arising out of Employee's negligent or willful acts or omissions in connection with the performance of their duties under this Agreement.

12. SEVERABILITY:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matter hereof.

14. AMENDMENTS:

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

15. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

16. JURY TRIAL WAIVER:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17. NOTICES:

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by certified mail, return receipt requested, overnight courier, or email with confirmation of receipt, to the addresses set forth above or such other addresses as may be designated in writing.

EMPLOYER'S SIGNATURE

EMPLOYEE'S SIGNATURE

Signature: _____

Signature: _____

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