

## How to Draft a Restaurant Employment Contract

Here's your step-by-step guide to creating a restaurant employment contract that will protect both you and your employees.

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### **Decide what type of contract to use for your restaurant's workers.**

- **At-will contract:** Lets employers fire employees for any legal reason (popular in US)
- **Fixed term contract:** Used for temporary employment of a predetermined length of time (popular in UK)
- **Independent contractor contract:** Used for self-employed people you work with, technically not your employees

### **Consider including one of these seven clauses in your employment contracts.**

- **Employment status:** Type of employee (full-time, part-time, temporary, seasonal)
- **Compensation:** How they're paid (salary, hourly, wage plus tips)
- **Termination pay:** What, if any, severance pay they're entitled to if employment is terminated
- **Non-compete:** Restrictions around employees leaving for a competitor
- **Non-solicitation:** Restrictions around employees leaving and taking others with them
- **Non-disclosure:** Restrictions around employees sharing proprietary information
- **Intellectual property rights:** You, the employer, own anything created by employees (e.g. restaurant logos, promotional materials, signature dishes, etc.)

- Discuss employment contracts and what you'd like included with your lawyer.**
- Have a lawyer draft your employment contract or contracts (your senior staff may have different clauses than general staff).**
- Talk through and negotiate compensation, time off, and employment status *before* presenting the contract to your chosen candidate.**
- Customize the employment contract for each new employee, including details about their role and employment status.**
- Explain restaurant-specific labor laws to new employees or let them know where they can find this information.**
- Give your new employee a copy for their records.**
- Welcome your new staff member to the team and begin the onboarding process.**

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## RESTAURANT EMPLOYMENT AGREEMENT

This Restaurant Employment Agreement is made on [DATE].

### Between

**Company:** [COMPANY NAME]

Address: [COMPANY ADDRESS]

**Employee:** [EMPLOYEE NAME]

Address: [EMPLOYEE ADDRESS]

For valuable consideration, the Company and the Employee agree as follows:

### 1. DUTIES AND JOB DESCRIPTION

1.1 The Employee is employed in the position of [JOB TITLE] and will undertake all the necessary duties as are generally performed by individuals who are employed in such a capacity including, but not limited to:

[EMPLOYEE RESPONSIBILITIES]

1.2 The Employee is being hired to work [HOURS] per week in this capacity.

1.3 The Employee will report directly to the [JOB TITLE OF SUPERVISOR] (“Supervisor”) of the Company and will work at [ADDRESS OF COMPANY].

1.4 The Employee also agrees to perform further duties incidental to the general job description.

1.5 The Employee will work on designated days and times as determined by a schedule prepared by the Company. If the Employee cannot work on any of the designated days, the Employee may request a change in the schedule with the Supervisor. The Supervisor reserves the discretion to amend said schedule.

1.6 The Company will provide all facilities, equipment, and consumables required for the performance of the Employee’s duties as outlined in this Agreement.

## **2. PERIOD OF EMPLOYMENT**

2.1 The Employee will commence work on [EMPLOYMENT START DATE] (“Commencement Date”).

2.2 The employment of the Employee shall be subject to the terms of this Employee Agreement for an indefinite period.

2.3 The normal working hours of employment will be [START TIME] to [END TIME] on [WORKING DAYS].

## **3. PROBATION**

3.1 The Employee’s probationary period will be for a period of [PROBATION PERIOD DURATION] from the Commencement Date.

3.2 Subject to Clause 6 (Termination), during the Employee’s Probationary Period, the Company may terminate the Employee’s employment for any reason without notice of cause.

## **4. REMUNERATION**

4.1 The Employee shall be paid at the rate of [RATE OF REMUNERATION] per hour (“Salary”). The Salary shall be paid in arrears on a [PAYMENT PERIOD] basis.

4.2 Any “tips” received by the Employee from a customer above and beyond the bill shall be reported to the Company and either become the property of the employee or distributed according to internal Company policies.

4.3 The Employee is responsible for their own personal taxes.

## **5. DISCIPLINE**

5.1 The Employee agrees to abide by all the rules and regulations of the Company

5.2 The Employee will disclose to the Company (a) all circumstances in respect to which there is, or may be, a conflict of interest between the Employee and the Company; and (b) any breach or default of the Employee's obligations outlined in this Employment Agreement.

## **6. TERMINATION**

6.1 At any time, notwithstanding anything in Clause 3 (Probation), this Employment Agreement may be terminated by:

- (a) breach of this Employment Agreement by the Employee
- (b) on the provision of [NOTICE PERIOD] notice by either party
- (c) death of the Employee
- (d) incapacitation of the Employee for over 30 days in any one year
- (e) withdrawal of the requisite permissions of the relevant labor authority
- (f) conviction of the employee of a criminal offense
- (g) bankruptcy of the Employee
- (h) gross misconduct of the Employee affecting the Company; or
- (i) any serious or repeated breach or non-observance of any of the provisions of this Employment Agreement by the Employee, or refusal by or negligence of the Employee to comply with any reasonable or lawful directions of the Company.

6.2 For the avoidance of doubt, the occurrence of any event in any of paragraphs (a) and (c) to (i) of Clause 6.1 will give the Company an immediate right to terminate this Employment Agreement.

6.3 Any delay by the Company in exercising such a right of termination will not constitute a waiver of it.

6.4 The rights of the Company under this Clause 6 shall be without prejudice to any other rights that it may have at law to terminate the employment of the Employee.

6.5 If this Agreement is terminated pursuant to Clause 6.1, the Company shall not be liable to pay the Employee any sum payable to the Employee after the date of termination except any out-of-pocket expenses reasonably incurred and satisfactorily evidenced by the Employee.

## **7. DISPUTES**

7.1. This Agreement is covered by the laws of [JURISTITION COUNTRY].

7.2 Any dispute between the Company and the Employee related to this Agreement will be settled by voluntary mediation.

7.3 Should mediation prove unsuccessful, the parties submit to the non-exclusive jurisdiction of the [JURISTITION COUNTRY] courts.

## **8. ENTIRE AGREEMENT**

8.1. This Agreement is the entire agreement between the Company and the Employee.

8.2 This Agreement bind and benefits both parties and any successors of the Company.

8.3 No modifications of this Agreement will be effective unless it is in writing and is signed by both the Company and the Employee.

8.4 The Employee consents to the Company processing their personal data for the purposes of and in connection with their employment, for the Company's business and administrative purposes, and for the purposes of complying with applicable laws, regulations, and procedures.

## **9. CONFIDENTIALITY**

9.1 The Employee is not permitted to share or disclose confidential information whatsoever, unless mandated by law, without written permission from the Company. The Employee's obligation of confidentiality will survive the termination of this Agreement and stay in place indefinitely.

9.2 Upon the termination of this Agreement, the Employee agrees to return to the Company any and all Confidential Information that is the property of the Company.

## **10. RIGHTS OF THIRD PARTY**

A person who is not a party to this Agreement shall have no right under any law to enforce any of its terms.

## **11. EXECUTION**

The above terms are offered by the Company and accepted by the Employee and evidenced by the requisite and duly authorized signatures below.

Signed by for and on behalf of  
**[EMPLOYER]**

Signed by for an on behalf of  
**[EMPLOYEE]**