



**Generic Basis of
Employment,
Job Description**

Basis of Employment, Job Description

██████████
Event Planner

21 November 2005

This document outlines the proposed basis of your employment as an Event Planner by ██████████. It is intended to outline the employment relationship between you and ██████████. It cannot anticipate every condition of your employment and things will come up in the future that were not anticipated by this document.

There are some substantial changes since you were last employed by ██████████, so please review this document carefully.

██████████ ██████████ has been in business since 1983 and is widely considered Austin's Best Caterer. It has been recognized as such by the marketplace having been voted Austin's Best Caterer for nine consecutive years.

The position of Event Planner is critical to the continued success of ██████████ as the event planner is the Company's main point of contact with the clients.

There is a bit of seasonality to the business with January, February, July and August being markedly slower than the other months of the year; and, with April or May or June [usually just one of these three months is markedly busier], October and December being markedly busier than the other months.

This Basis of Employment has been crafted in anticipation that you will be working approximately 55-60 hours on average per week during the busy parts of the year and approximately 45 hours per week during the slower periods. This is an average and not a maximum. Some weeks will be crazy.

You will receive compensatory time in the form of the occasional Monday off during the busy season when your duties prevent you from undertaking the necessities of life and during the slow

season in the form of every other Friday off for a total of 8 Fridays off per year. [This is discussed in more detail below.]

Normal office hours are from 8:00 AM to 5:00 PM daily with particular care being given to not making appointments outside the office on your phone duty days. During the busy season, you will usually spend more time in the office.

Position. You will be an Event Planner with responsibility for everything that happens or fails to happen with the solicitation of clients, the response to clients and the execution of events for clients. This is a big job with a number of skills which must be mastered to serve our clients.

You have a great advantage in your training as you are already well versed in the actual execution of events.

Job Description. An Event Planner's responsibilities are varied and complex but all revolve around assisting our clients in making the memories of their lives. Everything we do is measured by the yardstick of client satisfaction even when the client is seemingly "unreasonable".

Your duties will include:

1. To interface with clients obtained by phone duty, direct contact (clients calling you), prospecting (you contacting clients) and networking;
2. To master the Company's suite of software used in the management of the event planning process including FileMaker Pro, ARM module of MAS200, the Microsoft suite of office products (Word, Excel, Power Point, Publisher) and Adobe Photo Shop;
3. To develop some expertise in digital photography and to develop a photographic record of your more memorable events. You may want to take a course in digital photography at Company expense;
4. To prepare client proposals in accordance with [REDACTED] format and to present the **maximum number in person** in accordance with your specific goals outlined below. These goals address timeliness and methodology;
5. To develop strong client relationships with your individual clients;
6. To continue and complete your training at [REDACTED];
7. To supervise the training of any Production Assistants or Event Planners in training hired by the Company;
8. To assist in special projects including specific marketing projects (e.g. newsletter, direct mail, targeted marketing, bridal preview and corporate tastings, conventions and

conferences), graphics projects (e.g marketing piece design and printing, etc.), documentation of events including digital photography and other special projects; and,

9. To do whatever else is necessary to contribute to a successful team in a changing economic environment.

Compensation. Your compensation will be increased as outlined below.

Salary. You will receive an annual salary of \$35,000 effective upon your execution of this Basis of Employment.

Performance Bonus. If you meet or exceed your 2006 sales goals and accomplish the objectives of this Basis of Employment, you will receive a bonus of not less than \$5,000 to be paid upon completion of your 2006 Performance Appraisal.

Benefits. You will receive the following benefits, subject to Company eligibility policies:

- A. three (3) weeks annual vacation;
- B. five (5) sick days annually;
- C. partially Company paid health, dental and life insurance;
- D. Company sponsored 401K plan together with Employee Stock Ownership Plan (ESOP);
- E. an Employee Stock Purchase Plan;
- F. the repurchase of unused sick days; and,
- G. a Company sponsored wellness program.

Event planner supervisory hours in excess of 120 hours. For all event planner supervisory hours in excess of 120 hours in 2005, you will receive compensation at the rate of \$15/hour. This is for events which you have planned in which your attendance is incidental to your duties. If you receive cash compensation for the time spent in excess of 120 hours, you cannot also receive compensatory time for the time worked.

Event hours. If you work on an event that is not yours in a position for which the client is paying [REDACTED], then you will be compensated at the rate of \$15/hour for all hours worked. You may also continue to seek to work on such events.

Compensatory Time. This is a position which requires continuous hard work and, at times, extraordinary effort. Your extraordinary effort will be compensated, in part, as follows:

1. During the busy season (March – June and September – December), when you have worked on a weekend or a combination of some weekend work and late nights during the week such that you have been unable to take care of your normal weekend obligations, you will be authorized to take a full Monday off. This is something that should be anticipated by your event calendar and permission should be sought before the events take place.

You should expect that permission will be routinely given and will only be based solely on the facts of the situation. This is a fundamental entitlement and is not subject to change. You should not feel any sense of discomfiture to routinely request such compensatory time; nor, should you ever feel that any decision will be made by reference to anything other than the facts.

This compensatory time is not attributable to time for which you are otherwise compensated in cash (e.g. supervisory time in excess of 120 hours per year or event hours worked directly).

2. After you have been employed for six months, during the slower season (January – February and July – August) you will be given every other Friday off. This is a total of eight (8) Fridays off during this time period. This must be scheduled and coordinated among all of the Event Planners.

All Compensatory Time must be documented and authorized in writing similar to vacation time.

Performance Goals. The following 2006 Performance Goals are a guide to the Company's expectations of your performance.

If you are able to achieve these goals, you should expect to receive a "Meets Expectations" Performance Review. If you are able to exceed these goals (in whole or in part), you should expect to receive an "Exceeds Expectations" Performance Review.

Training. Your 2006 training goal is to complete your training and to complete your training book before the end of the year. As an experienced Event Planner almost all of your training book will be completed by your experience.

Sales. Your sales goal for 2006 is \$900,000 for events completed in 2006.

Events. Your 2006 event goal is a total of 150 events (including Company sponsored events such as Company meetings, tastings or other non-revenue generating events). While the overall amount of sales is a critical element of the Performance Goals for your position, the number of events provides an opportunity for you to also be recognized for the equally important events which you manage which do not directly generate revenue e.g. bridal previews, tastings, Company events, etc.).

Proposals. Your 2006 goal for timely presentation of proposals is two (2) business days for events which are within the mainstream of our business. For proposals which do not

meet this definition, your 2006 goal for timely presentation is four (4) business days or some other time which is agreed to prior to the preparation of the proposal.

Personal presentation. Your 2006 goal for personal presentation of proposals is as follows:

1. For proposals in excess of \$25,000 – 100%.
2. For proposals in excess of \$10,000 – 75%
3. For proposals in excess of \$5,000 – 50%.

Success rate on new clients. Your 2006 success rate goal on new clients is 30% by which it is meant that you should close a deal with 30% of the inquiries received on your phone day or from other sources.

Success rate on existing clients. Your 2006 success rate goal on existing clients is 75% by which it is meant that you should close a deal with 75% of the existing clients who contact you either directly or during the phone day.

Alcohol sales. Your alcohol sales goal is 50% by which it is meant that of the events which you sell that serve alcohol, 50% of them should have alcohol supplied and served by [REDACTED].

Invoicing. Your general invoicing goal is three (3) business days after the date of execution of the event and all invoicing completed for all parties within two (2) days of the end of each month and quarter.

Phone duty. You will be guaranteed at least one day of phone duty in rotation with other Event Planners.

Client list. As you develop a book of business from clients whose events you have successfully planned and executed, these clients will be recognized as “your” clients and you will be entitled to serve their repeat event inquiries. It is incumbent upon you to maintain a written list of your clients and to update it on a monthly basis. This client list will become a valuable source of additional sales and will allow you to build your clientele based upon your own success.

Training courses. You will be offered the opportunity to take a time management course and the Chester Karass Negotiating Course at Company expense. You will have to exercise initiative to find a suitable time management course and to submit it for approval.

Training. You must substantially complete your training book during the time period of January – February and July - August 2006.

Networking. One of your 2006 goals is to join in coordination with other Company Event Planners at least two (2) industry organizations; and, to become active in one and an innocent bystander in the other. You should endeavor to attend all of the meetings of these networking organizations and to host a meeting in the one in which you become active. All expenses of this networking effort will be paid by the Company but should be approved in advance.

Special assignments. In addition to the goals set out above, you will be asked to participate in a number of special projects. A specific example of this goal is the planning and execution of one wedding preview tasting as well as the planning, management and execution of at least one promotional event (e.g. wedding show, [REDACTED] wedding gala, etc.).

Like any set of goals made at an instant in time, these goals are subject to review and adjustment; but, they are also an assurance of what is expected of your performance. You may take comfort that if you are able to achieve these goals your performance will be appropriately rewarded while understanding that it is not highly likely that every goal will be accomplished in its entirety.

These goals are intended to be attainable with a reasonable level of effort.

Performance Review. You will receive a formal objective Performance Review at the end of 2006. This Performance Review will be accomplished in accordance with the attached form. Please familiarize yourself with this form and ask any questions as to its use or implementation.

Performance Reviews are given annually or at the time of a significant change in responsibility. Performance Reviews are a critical assessment of your performance in comparison to an established set of goals. They should be objective and you should feel that they are an attempt to assist you achieving your assigned goals.

Performance Reviews require your input. You will be asked to provide input for your Performance Review in late 2006. A copy is attached. Please familiarize yourself with this form and ask any questions as to its use. It is our goal as a Company to complete Performance Reviews within sixty (60) days of the receipt of your completed input.

Another input to the preparation of your Performance Review will be the weekly, monthly and quarterly reports. You should make certain that copies are included in your Personnel File.

During the course of your work, you will undoubtedly receive compliments and complaints from customers. Please ensure that a copy of each such note is filed with your Personnel File. Forward them to [REDACTED]. This information will be reviewed at the time of the preparation of your Performance Review. **This is your responsibility to ensure that your Personnel File contains this information.**

In addition to receiving a formal Performance Review at year end, you may request an informal review of your performance at any time and receive a candid assessment of your progress in achieving your assigned goals.

Periodic Reporting. During the course of your employment, you will prepare the following reports:

Weekly Report. This report will be prepared to be distributed no later than close of business on Monday and will incorporate information from Monday to Sunday of the preceding week.

The information will include a report on the productivity of phone duty; proposals in progress; events sold; lost business; events executed; personal hours spent in the office, supervising your events, hours worked as party staff and compensatory time; customer feedback (compliments or complaints); FileMaker Pro tracker status and, any other important communication issues.

The Weekly Report will be developed in an agreed format. The current formats used by all of the Event Planners are fairly close to the desired format.

Monthly Report. The Monthly Report will be a compilation of the Weekly Reports and will also include a report on any Special Assignments. This report is where the specific Performance Goals and progress toward their attainment should be addressed in a comprehensive and reflective manner.

Quarterly Report. The Quarterly Report will be a compilation of the Monthly Reports and will provide the basis of the Quarterly Review for each individual Event Planner. It will address the progress made during the Quarter toward the attainment of the 2005 Performance Goals. Each individual Event Planner will be responsible for presenting their individual Quarterly Report during the Hospitality Quarterly Meeting.

If the Weekly Reports are done in a diligent and comprehensive manner, then the Monthly and Quarterly Reports should require very little additional effort.

Term of Employment. One of the most important objectives of taking such trouble to define the basis of your employment is to ensure that you recognize and understand the significant nature of the commitment that the Company is making to you and to ensure that you are able to make the same commitment to the Company. The Company has invested a considerable amount of time, effort and money in your development and training.

Commitment. In order for [REDACTED] to recoup its investment in your training, it is imperative that you be able to freely and honorably commit to work for [REDACTED] for at least three (3) years. This commitment is not intended to ignore the realities of changing personal or family situations but is intended to ensure that your commitment is equal to the Company's expectations.

Termination for cause. You may be terminated from your position as an Event Planner for cause. You will be given written notice of this eventuality, a written explanation of what must be corrected to continue your employment and an opportunity to correct the shortcoming (if it can be corrected). In addition, in your annual Performance Appraisal,

you will be told directly if your current performance makes termination for cause likely within 3 or 12 months.

Non-compete. If you should leave the employ of [REDACTED], for any reason whatsoever, before the end of three years, you agree not to go to work for any competitor of [REDACTED] for one year from the date of the termination of your employment without the express permission of [REDACTED].

Termination not for cause. If you are terminated not for cause you will receive a minimum 2 weeks severance pay for each year or fraction of a year that you have worked for [REDACTED]. In the event that you are terminated not for cause, you will receive a favorable letter of recommendation for future employers.

Notice. In the event that you are unable at any time to honor your commitment to [REDACTED], you will immediately notify the Company and will provide no less than 4 weeks notice.

Confidential and Proprietary Information. As part of your employment by [REDACTED], you will be exposed to confidential and proprietary information including marketing strategies, marketing materials, client lists, client prospecting lists, event planning methodology and processes, recipes, menus, pricing strategies, pricing, vendors, consultants, venue agreements, staffing lists, compensation information and other information which has been developed by [REDACTED] during its 23 year history.

You agree to maintain the strictest confidentiality of this confidential and proprietary information during and after the term of your employment by [REDACTED]. You further understand and acknowledge that [REDACTED] would be damaged if this information were revealed to competitors.

This agreement will survive your employment by [REDACTED].

Effective Date. This Basis of Employment is an offer of a changed condition and does not become effective until executed by you. This offer expires if not accepted in writing and delivered to the Company by 5:00 PM, Friday, 25 November 2005.

Confidentiality. This Basis of Employment is a confidential document intended solely for your use. You agree to safeguard its confidentiality. You agree to return all originals, drafts and copies of this Basis of Employment other than a single copy retained for your records. A copy of this document will be filed with your Personnel File.

Nothing in this Basis of Employment is intended to change the "at will" nature of our employment relationship.

AGREED:

[REDACTED]

Date: _____