

Pathway Pest Control



Branch New York Branch No. _____ Soc. Sec No. _____
 Name _____ Phone _____
 Address _____ City _____ Zip _____
 Position _____ P/L Code No. _____

COMPENSATION

NEW EMPLOYMENT CHECK LIST

HOURLY \$ _____ OR MONTHLY \$ _____ EXEMPT FROM OVERTIME YES OR NO COMMISSION STRUCTURE	Appointment Letter _____ Direct Deposit Authorization Form _____ Employment Application and/or Resume _____ Employment Agreement (Form R235) 2 copies..... _____ Employment Status Form (Form R153) _____ I-9 _____ Withholding Forms (W-2, State, Local) _____ W-4 Emp W/H Allow (use copies of current year form ONLY) Drug testing paperwork submitted on applicant _____ ID Card Application (If Applicable) _____ MVR (Motor Vehicle Report) _____ Appointment Letter (on letterhead only) _____
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Comments: _____

Date of Employment: _____ Effective Date : _____
 Date of Last Increase _____ Manager Signature _____
 Date and Amount of Last Increase _____ / _____ District Manager _____
 Person Being Replaced _____ Payroll Department _____

TERMINATIONS

Employee's Name	Branch	Date of Termination

Reason for Termination _____

Mail new hire paperwork within 3 days of date of hire
 FORWARD ORIGINALS TO PAYROLL DEPT.

Manager's Signature _____

Pathway Pest Control



Pathway Pest Control Inc.
62-47 Woodhaven BLVD
Rego Park, NY 11374
Telephone (718)565-5332
Fax # (718) 639- 5332

Date _____

We are pleased that you have joined us at Pathway Pest Control, Inc. The following are some details of your employment with the company.

- a) Duties: Your title will be that of _____ for the Rego Park Branch. In that capacity, you will be responsible for all service accounts assigned and jobs, as well as such additional or different duties as may be assigned to you from time to time by Pathway Pest Control.
- b) Salary: Your base salary will be _____ per hour/Week, effective _____, which will be reviewed from time to time. Commission will be _____% sole sale of Pest Control (annual value), _____ % lead sale if sold (annual value).

Finally, I am also enclosing a copy of our standard form of employment agreement for your review. After you have looked it over, would you please sign the agreement where indicated and return it to me.

We look forward to working with you at Pathway Pest Control, I wish you great success in the future.

Very Truly Yours,

Jean H Leveille
Owner/Operator

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT IS MADE AS OF _____,
_____, BY AND BETWEEN Pathway Pest Control Inc - Pest Control Services, a New York Corporation (the "Company"), and _____, an individual resident of the State of New York.

WITNESSETH:

WHEREAS, the Company desires to employ Employee, and Employee desires to serve as an employee of the Company, on the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (including, without limitation, the Company's employment or retention of Employee and the advantages and benefits thereby inuring to Employee), the parties hereto, intending to be legally bound hereby, agree as follows:

1. Employment. The Company agrees to employ Employee, and Employee agrees to be employed by the Company, as an employee at will subject to the terms and conditions of this Agreement.
2. Term. Employee's employment hereunder shall commence on _____ and shall be terminable by either the Company (without payment of severance pay except as otherwise set forth below) or Employee by giving the other at least 30 days' prior written notice of intention to terminate this Agreement.
3. Duties. Employee shall serve in the capacity of _____ and in such capacity shall perform the duties set forth in his letter of appointment from the company dated _____, (the "Letter of Appointment" a Copy of which is attached hereto as Exhibit A and made a part hereof) and/or such additional and different duties as may be assigned to him from time to time. Employee shall at all times conduct himself in accordance with the Company's p-policy and Procedure Manuel, Technician Handbook and Training Releases, and such other statements of Company policy as may be in effect from time to time. Employee shall report to the President of the Company and such other persons as the President may designate. Employee shall devote his entire time, attention and energies to the performance of services for and on behalf of the company hereunder and shall not during the term of this Agreement be engaged in any other business activity that, in the sole judgment of the company, impedes or detracts from Employee's performance of services for the Company hereunder.
4. Compensation.
 - a) Base Pay, Bonuses and/or Commissions. Employee shall be paid such compensation (including bonuses or commissions, if any) as is set forth in the Letter of Appointment, payable in accordance with the payroll payment practices from time to time adopted by the Company. The Company shall from time to time review such compensation. being paid Employee and, in its discretion, adjust compensation if in the exclusive judgment of the Company, an adjustment is appropriate in the light Employee's performance.

5. Termination. Notwithstanding anything to the contrary contained in this Agreement, the Company's President or such other individual (s) as he may designate may terminate Employee's employment under this Agreement at any time, with or without cause, effective immediately, by giving written notice of termination to Employee. In the event of such and immediate termination of Employee without notice as described in Section 2, if such termination is without cause, Employee shall be entitled to receive severance pay in an amount equal to (i) one week's base pay at Employee's then current base pay rate if Employee has been in the continuous employ of the Company for less than one year, (ii) two week's base pay at such rate if Employee has been in the continuous employ of the Company for at least one year but less than two years, (iii) three weeks' base pay at such rate if Employee has been in the continuous employ of the company for at least two years but less than three years, and (iv) four weeks' base pay at such rate if Employee has been in the continuous employ of the Company for three years or longer.

6. Duties Upon Termination. Upon Employee's termination of employment hereunder for any reason whatsoever, Employee shall promptly return to the Company any and all records, files, notes, memoranda, reports, work product and similar items and any manuals, drawings, sketches, plans, tape recordings, computer programs, disks, cassettes and any other physical representations of any information relating to the Company or its subsidiaries or affiliates or to the Business of the Company whether or not constituting Confidential Information (as hereinafter defined). Employee hereby acknowledges that any and all of such items, physical representations and information that Employee shall use, prepare or come into contact with hereunder are and shall remain at all times the exclusive property of the Company.

7. Inventions and Discoveries. Any and all articles and processes invented or discovered by or with the participation of Employee (whether or not patented or patentable), trademarks, patents, designs and theories of production, management, operations and marketing and, in general, anything of value received or created by Employee relating to the Business of the Company (as hereinafter defined) or any of its subsidiaries or affiliates during the term of this Agreement and any and all rights of every kind and nature whatsoever thereunder shall immediately be and become the property of the Company and not of Employee, and Employee shall promptly notify the President of the Company of any such items and shall assign, transfer and deliver to the Company all patents, copyrights, royalties, designs, and theories and any and all rights and interests whatsoever thereto and thereunder, without further compensation immediately upon request of the President.

8. Restrictive Covenants.

(a) Employee acknowledges that (i) the knowledge and experience that he will acquire while and employee of the Company and his services to be rendered to the Company are of a special, unique and extraordinary character and that his position with the Company are of special, unique and extraordinary character and that his position with the company will place him in a position of confidence and trust with the customers and prospective customers and other employees of the Company and allow him access to Confidential Information (as hereinafter defined), (ii) the nature and periods of the restrictions imposed by the covenants contained in this Section 8 are fair, reasonable and necessary to protect and preserve for the Company the benefits of Employee's employment hereunder and that restrictions will not prevent Employee from earning a livelihood, (iii) the Company would sustain great and irreparable loss and damage if Employee in any manner were to breach any of such covenants, (iv) the Company conducts its business actively in and throughout the entire territory (as hereinafter defined) and that other persons are engaged in like and similar business in the Territory, and (v) Employee's duties hereunder will include servicing, production, operations, marketing and/or managerial activities throughout the entire Territory on behalf of the Company.

b) Having acknowledge the foregoing, Employee covenants and agree with the Company that he will not, directly or indirectly:

(i) while he is the Company's employ and through the period ending two years after the termination of his employment for any reason, disclose to any person or use or otherwise exploit for his own benefit or for the benefit of any other person any Confidential information which was disclosed to him or came within his knowledge while an employee of the

Company; provided however, that this Paragraph 8(b) shall not limit in any manner the protection of the Company's trade secrets otherwise afforded by law;

(ii) while he is in the company's employ and through the period ending two years after the termination of his employment for any reason, provide within the Territory services substantially similar to those provided to the Company during his employment hereunder to, any person which is at the time, directly or indirectly, in competition with the business of the Company (as hereinafter defined) or subsidiary or affiliate thereof engaged in similar business, whether as an officer, director, share holder, partner, proprietor, employee, agent, consultant, independent contractor or otherwise;

(iii) while he is the Company's employ and through the period ending two years after the termination of his employment for any reason, solicit, divert or appropriate to any person in competition with the Business of the Company, on his behalf or in the service of or on behalf of any such competing person, the business or services of any person that was a customer or prospective customer with whom employee had Material Contact (as hereinafter defined);

(iv) while he is in the Company's employ, and through the period and ending two years after the termination of his employment in the Territory for any reason, solicit, recruit or hire, directly or by assisting others, or attempt to solicit, recruit or hire to any competing person, any employee of the Company or its affiliates.

(c) For the purposes of this Agreement,

(i) the "Territory" mean the geographical area lying and being within the following counties of the State
of NEW YORK (5) BOROUGH(S) NASSAU & SUFFOLK

(ii) "Confidential Information" shall mean the chemical formulations and methods of application thereof, pricing formulas, and customer lists of the Company and its subsidiaries and affiliates, together with any other information relating to the Company (whether constituting a trade secret or proprietary or otherwise) which has value to the Company and its treated by the Company as being confidential;

(iii) the "Business of the company" shall mean the provision of general pest and rodent control, including commercial, industrial, institutional and residential, lawn and ornamental pest, fumigation, extermination or termite control services and/or wood treatment and preservation services and the development, production, marketing and distribution of products and process used in connection therewith;

(iv) "Material Contact" shall mean contact between Employee and each customer or prospective customer (A) with whom Employee dealt; (B) whose dealing with the Company were coordinated or supervised by Employee; (C) about whom Employee obtained Confidential Information in the ordinary course of business as a result of Employee's association with the Company; or (D) who receives products or services authorized by the company, the sale or provision of which results or resulted in compensation, commissions or earnings for Employee, in each of cases (A) through (D) within two years to the date of Employee 's termination;

(v) "person" shall mean any individual, partnership, association, corporation trust, unincorporated organization, or any other business entity or enterprise; and

(vi) "prospective customer" shall mean any person to whom the company has sent or delivered a written sales or servicing proposal or contract in connection with the Business of the Company.

(d) Employee acknowledges that his breach of any covenant contained in this Section 8 will result in irreparable injury to the Company and that the Company's remedy at law for such breach will be inadequate. Accordingly, Employee agrees and consents that the Company, in addition to all other remedies available at law and in equity, shall be entitled to both preliminary and permanent injunctions to prevent and/or halt a breach or threatened breach by employee of any covenant contained herein.

(e) Each covenant contained in this Section 8 shall be construed as separate and independent of any other covenant or provision of this Agreement, and the existence or assertion of any claim, demand, action or cause of action against the Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by the company of any of the covenants contained in this Section 8. In the event that the provisions of this Section 8 should ever be deemed to exceed the time, scope or geographic limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, scope and geographic limitations permitted by such law.

9. General Provision.

(a) Assignment. Employee acknowledges that the services to be rendered by him hereunder are unique and personal. Accordingly, Employee shall not assign any of his rights or delegate any of his duties or obligations under this Agreement. The rights and obligations of the Company under this Agreement may be assigned or delegated by the Company to any subsidiary, affiliate or successor of the Company and, in such event, shall inure to the benefit of and be enforceable by any such assignee or delegate.

(b) Entire Agreement; Amendment. This Agreement, together with the Letter of appointment, contains the entire agreement of the parties hereto relating to the subject matter hereof, and there are no written or oral terms or representations made by either party other than those described herein. No amendment or modification of this Agreement shall be valid or binding unless made in writing and duly executed by each of the parties hereto. Employee acknowledges that he has read and understood this Agreement and has been given a copy hereof for his personal use and records.

(c) Notices. All notices, requests and demands hereunder shall be in writing and shall be given to or made upon the parties hereto either (i) in person at any location or (ii) at their respective address as follows or, as to either party, at such other address as may be designated from time to time in a written notice to the other party: For the Company at
62-47 Woodhaven Boulevard, Rego Park NY 11374
Attention: Branch Manager, with a copy to Pathway Pest Control and a copy for Employee at _____

All such notices, requests and demands shall be effective when personally delivered, or three (3) days after deposited in the U.S mails, postage prepaid, by certified or registered mail or when forward by telex or telegraph, charges prepaid, addressed as aforesaid.

(d) Miscellaneous. This Agreement shall not be deemed accepted until signed by an officer of the Company at the Company's main in New York. The validity interpretation, construction, performance and enforcement of this Agreement and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the State of New York. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Section headings or subsection headings herein are for convenience only and shall not be considered in interpreting this Agreement. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, and the identity of the person or persons, entity or entities may require in context. No delay or failure by the Company in exercising any of its rights, remedies, powers or privileges hereunder or at law or in equity and no course of dealing between the Company and Employee or any other person shall be deemed a waiver by the Company of any such rights, remedies, powers or privileges, even if such delay or failure is continuous or repeated, nor shall any single or partial exercise of any rights, remedy, power or privilege preclude

any other or further exercise thereof by the Company or the exercise of any other right, remedy, power or privilege by the Company. Every portion of this Agreement is intended to be severable. Whenever possible, each such provision shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be unenforceable to the extent of such prohibition of invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Employment Agreement as of the day and year first above written.

Witness:

Witness:

Pathway Pest Control Inc.

Title CEO

EMPLOYEE:

Print Name: