

SEASONAL EMPLOYMENT AGREEMENT

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This Seasonal Employment Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[EMPLOYER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [EMPLOYER ADDRESS] (the "**Employer**"); and

[EMPLOYEE FULL NAME], an individual residing at [EMPLOYEE ADDRESS] (the "**Employee**").

Employer and Employee are each a "**Party**" and together the "**Parties**."

Recitals. Employer experiences predictable fluctuations in workload tied to a defined season and wishes to engage the Employee for a fixed, time-limited seasonal period. The Employee wishes to perform that work on the terms below. The Parties intend this to be a temporary, seasonal engagement that ends automatically at the close of the Season unless extended in writing. In consideration of the mutual promises below, the Parties agree as follows.

1. Position and Seasonal Term

1.1 Position. The Employer hires the Employee for the position of [JOB TITLE], reporting to [SUPERVISOR NAME / TITLE]. The Employee will perform the duties described in [JOB DESCRIPTION / EXHIBIT A] and other duties reasonably assigned that are consistent with the position.

1.2 Seasonal nature. This is a **seasonal** position. The "**Season**" begins on [SEASON START DATE] and ends on [SEASON END DATE] (the "**Term**"), unless ended earlier or extended under this Agreement. The Employee acknowledges that the position exists only to meet the Employer's seasonal needs and is not ongoing or year-round employment.

1.3 Automatic end of Term. Employment ends automatically on the Season End Date without further notice. No separate termination notice is required for the Term to expire. Continuation beyond the Season End Date occurs only if the Parties sign a written extension or a new agreement.

1.4 No expectation of rehire. Completion of one Season does not create any promise, expectation, or right to be hired for any future Season. Each Season is a separate engagement subject to the Employer's then-current needs.

1.5 At-will during the Term. Subject to applicable law, employment during the Term remains at-will: either Party may end the employment relationship at any time, with or without cause and with or without notice, even before the Season End Date. Nothing in this Agreement guarantees employment for the full Term.

2. Schedule and Work Location

2.1 Hours. The Employee's anticipated schedule is [HOURS PER WEEK / SHIFT PATTERN]. The Employer may adjust scheduling based on seasonal demand, weather, or operational needs, with reasonable notice where

practical.

2.2 Variable workload. The Employee acknowledges that seasonal work may involve peaks and slow periods, and that hours are not guaranteed and may vary week to week. The Employer is not obligated to provide a minimum number of hours unless required by applicable law or stated in **[Section 3]**.

2.3 Work location. The Employee will primarily work at **[WORK LOCATION]**. The Employer may assign work at other reasonable locations as seasonal operations require.

2.4 Overtime. Overtime, if any, will be authorized in advance by the Employer and paid as required by applicable federal, state, and local wage-and-hour law. The Employee will not work overtime without prior approval.

3. Compensation

3.1 Pay rate. The Employer will pay the Employee **[\$RATE]** per **[HOUR / WEEK]**, less lawful deductions and withholdings, payable on the Employer's regular payroll schedule (**[e.g. biweekly]**).

3.2 Wage compliance. The pay rate meets or exceeds the applicable minimum wage for the work location. Where local law sets a higher minimum wage, overtime rule, or rest-and-meal-break requirement, that law controls.

3.3 Tips and gratuities (if applicable). **[If tipped: describe tip handling, tip pooling, and tip-credit treatment consistent with applicable law. If not applicable, mark "Not applicable."]**

3.4 Benefits. Except as required by law, seasonal employees are **[NOT ELIGIBLE / ELIGIBLE ONLY FOR]** the following benefits: **[LIST OR "NONE"]**. Eligibility for any statutory benefit (such as paid sick leave) is governed by applicable law regardless of this Section.

3.5 Final pay. On the end of employment, the Employer will pay all earned and unpaid wages by the deadline required under applicable state law, including any required payout of accrued, unused leave where the law mandates it.

4. Conduct, Policies, and Property

4.1 Policies. The Employee will comply with the Employer's lawful workplace policies, safety rules, and codes of conduct in effect from time to time. Where a policy conflicts with this Agreement, this Agreement controls unless the policy is required by law.

4.2 Safety. The Employee will follow all safety procedures and promptly report hazards, injuries, and incidents. The Employee will use required protective equipment supplied by the Employer.

4.3 Employer property. The Employer may provide tools, uniforms, keys, devices, or other property for use during the Term. The Employee will care for this property and return all of it, in good condition (ordinary wear excepted), on or before the end of employment.

4.4 Accurate timekeeping. The Employee will accurately record all hours worked using the Employer's timekeeping system and will not work "off the clock."

5. Confidentiality

5.1 Confidential Information. "Confidential Information" means non-public information the Employee learns through the employment, including customer lists, pricing, supplier terms, business methods, and personal data of customers or coworkers.

5.2 Obligation. The Employee will keep Confidential Information confidential, use it only to perform the job, and not disclose it to anyone outside the Employer without authorization, both during and after the Term.

5.3 Return of information. On the end of employment, the Employee will return or destroy all Confidential Information and copies in the Employee's possession or control, in any form.

5.4 Permitted disclosures. Nothing in this Agreement prevents the Employee from reporting suspected unlawful conduct to a government agency, participating in a government investigation, or making disclosures protected by law.

6. Work Product and Inventions

6.1 Ownership. To the extent the Employee creates any work product, materials, or inventions within the scope of employment using Employer resources, those are "**Work Product**" and belong to the Employer.

6.2 Assignment. The Employee assigns to the Employer all right, title, and interest in the Work Product to the fullest extent permitted by applicable law, and will sign reasonable documents needed to confirm the Employer's ownership.

6.3 Statutory carve-out. This Section does not apply to any invention that qualifies for protection under applicable state law excluding assignment of inventions developed entirely on the Employee's own time without Employer resources and unrelated to the Employer's business.

7. End of Employment

7.1 Ways employment ends. Employment ends on the earliest of: (a) the Season End Date; (b) either Party ending the at-will relationship under Section 1.5; or (c) the Employee's death or inability to perform as permitted by law.

7.2 Return of property. On the end of employment for any reason, the Employee will immediately return all Employer property and Confidential Information under Sections 4.3 and 5.3.

7.3 Survival. Sections 5, 6, and 8, and any others that by their nature should survive, survive the end of employment.

8. General Provisions

8.1 Governing law. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. Mandatory wage, employment, and leave laws of the work location apply regardless of this choice.

8.2 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.3 Severability and waiver. If any provision is unenforceable, the rest remains in effect, and the unenforceable provision will be reformed to the minimum extent needed to make it valid. A Party's failure to enforce a provision is not a waiver.

8.4 Assignment. The Employee may not assign this Agreement. The Employer may assign it to a successor in connection with a merger, acquisition, or sale of substantially all assets.

8.5 Notices. Notices must be in writing and delivered to the addresses above (or as updated in writing) and are effective on receipt.

8.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

EMPLOYER	EMPLOYEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [EMPLOYEE NAME]
Title: [TITLE]	Title: N/A
Date: _____	Date: _____

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