

Texas Oral Surgery Specialists

# TEMPORARY EMPLOYMENT CONTRACT

This Temporary Employment Contract (the "Contract" or "Temporary Employment Contract") states the terms and conditions that govern the contractual agreement between Texas Oral Surgery Specialists having its principal place of business at 6904 Colleyville Blvd, Colleyville, TX 76034 (the "Company"), and Temporary Employee: \_\_\_\_\_ (the "Temp") who agrees to be bound by this Contract.

WHEREAS, the Company is engaged in the Oral Surgery; and

WHEREAS, the Company desires to employ and retain the services of the Temp on a temporary basis according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Company and the Temp (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

## 1. TERM.

The term of this Temporary Employment Contract shall commence on Start Date: \_\_\_\_\_ and continue for: \_\_\_\_\_, End Date: \_\_\_\_\_.

## 2. TERMINATION.

The Temp agrees and acknowledges that, just as they have the right to terminate their employment with the Company at any time for any reason, the Company has the same right, and may terminate their employment with the Company at any time for any reason. Either Party may terminate said employment with written notice to the other Party.

## 3. DUTIES.

The Company shall employ the Temp as Position:\_\_\_\_\_ (the "Position").  
The Temp accepts employment with the Company on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his full time and attention (reasonable periods of illness excepted) to the performance of his duties under this Agreement. In general, the Temp shall perform all the duties as described on Exhibit A attached hereto.

## 4. HOURS OF WORK.

The Temp's hours of work shall be from Date\_\_\_\_\_ to Date\_\_\_\_\_ at hours determined by the employer provided that ordinary working hours shall not exceed Maximum of \_\_\_\_\_ ( not to exceed 36 hrs per week hours per week.

## 5. COMPENSATION.

In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.

## 6. RETURN OF PROPERTY.

Within Seven (7) days of the termination of this Temporary Employment Contract, whether by expiration or otherwise, the Temp agrees to return to the Company, all products, samples, or models, and all documents, retaining no copies or notes, relating to the Company's business including, but not limited to, Scrubs belonging to TXOSS obtained by the Temp during its representation of the Company.

## 7. COMPANY PROCEDURES.

The Temp agrees and acknowledges that he or she shall comply with the Company's established disciplinary code as well as any other rules, policies, and procedures that may be introduced from time to time. Copies of such documents are available upon request.

## 8. NO MODIFICATION UNLESS IN WRITING.

No modification of this Agreement shall be valid unless in writing and agreed upon by both

Parties.

## 9. APPLICABLE LAW.

This Temporary Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Texas and subject to the exclusive jurisdiction of the federal and state courts located in Tarrant, Texas.

IN WITNESS WHEREOF, each of the Parties has executed this Temporary Employment Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

Texas Oral Surgery Specialists

\_\_\_\_\_  
Dr. Chris Tye [COMPANY.LastName]

\_\_\_\_\_  
Temporary Employee: \_\_\_\_\_

## EXHIBIT A - DUTIES

In general, the duties of the Position to be filled by the Temp shall encompass the following:

1. Duties: \_\_\_\_\_

## EXHIBIT B – COMPENSATION

1. COMPENSATION. The Temp shall be entitled to receive an hourly rate of \$\_\_\_\_\_/hour per (the “Compensation”) for performance of the duties described in this

Agreement for the term of the Agreement.

2. **TIMING OF PAYMENTS.** Compensation shall be paid by the Company everyother Friday in accordance with TXOSS payroll (the "Pay Period") within 10 from the end of the Pay Period for which the Compensation is paid. For example, payments from the Pay Period ending Pay Period Beginning date: \_\_\_\_\_ will be paid on or before Pay Period Ending Date: \_\_\_\_\_.
3. **NO OTHER COMPENSATION.** The compensation set out above shall be the Temp's sole compensation under this Agreement.
4. **TAXES.** Payments to the Temp shall be subject to employer withholding.