SWIFT RENOVATIONS

EMPLOYMENT CONTRACT

This employment contract (“Contract”) is entered into as of March 8, 2026, by and between:

EMPLOYER:	**EMPLOYEE:**
Swift Renovations, LLC 456 Elmwood Dr., Lake Forest, IL, 60045 Phone: (847) 555-1212 Email: manager@swiftrenovations.com (“Employer”)	**Name:** **Address:** **Phone:** **Email:** (“Employee”)

1. POSITION AND RESPONSIBILITIES

1.1 Position. The Employee is hired as a **Project Manager**, with responsibilities including, but not limited to:

(a) **Project Oversight and Execution:** including end-to-end management, schedule maintenance, subcontractor coordination, quality control, and materials logistics.
(b) **Financial and Administrative Stewardship:** including monitoring estimated and actual project budgets, change order processing, daily reporting, permitting, and compliance.
(c) **Client Communication and Relationship:** including serving as primary point of contact with customer on-site, ordinary site conflict and concern resolution, site presentation and security according to client agreement, and warranty support.
(d) **General Employment Expectations:** including technology proficiency, valid driver’s license, and ability to travel between sites.
(e) **Additional Duties:** performing other related duties, tasks, and special projects as assigned by Employer.

1.2 Standard of Performance. The Employee agrees to perform their duties to the best of their abilities and to comply with all policies and procedures established by the Employer.

1.3 Nature of Role. The parties agree that the Project Manager position is a professional management and oversight role. The Employee’s primary duties shall consist of high-level supervision, scheduling, architectural and design coordination, and project administration. The Employee is not hired to perform construction trade work, and any such incidental activities shall not alter the primary managerial nature of this position.

2. START DATE AND TERM.

2.1 Start Date. The Employee's employment will begin on **April 1, 2026.**

2.2 Fixed Term. The employment is for a fixed term of twelve (12) months ("Initial Term"), ending on **March 31, 2027** ("End Date").

2.3 Renewal Option. This Contract may be renewed for successive twelve (12) month periods (each a "Renewal Term") upon the mutual written agreement of both parties.

- **(a) Notice of Intent:** Either party wishing to renew the Contract shall provide written notice to the other party no later than forty-five (45) days prior to the expiration of the then-current Term.
- **(b) Negotiation Period:** Following such notice, the parties shall have thirty (30) days to negotiate any adjustment to Compensation or duties for the upcoming Renewal Term.
- **(c) Expiration:** If no written agreement to renew is executed by both parties at least thirty (30) days prior to the expiration of the then-current Term, this Contract shall automatically terminate on the scheduled End Date without further notice.

2.4 Nature of Fixed-Term Status. The parties acknowledge and agree that this is a fixed-term Contract. Upon the expiration of the Initial Term, or any subsequent Renewal Term, the employment relationship shall end automatically. The Employee acknowledges that there is no expectation of continued employment beyond the specified End Date unless a written renewal is executed as described in Section 2.3 of this Contract.

3. COMPENSATION

3.1 Salary. The Employee shall be paid an annual salary of ____ ($__________), payable bi-weekly in accordance with the Employer's normal payroll schedule.

3.2 Performance Bonuses. The Employee shall be eligible for the following incentives, provided they are employed and in good standing at the time of the payout. All bonuses described herein are unearned until the date of payout and are subject to the forfeiture provisions in Section 7 of this Contract.

- **(a) Profit Sharing:** ___________ (____%) of gross profit savings on assigned projects.
- **(b) Client Satisfaction**: Fixed amount of $__________ paid upon each verified five-star review.
- **(c) Milestone Bonus**: Fixed amount of $__________ for each project completed on or before the contract deadline.

3.3 Deductions. All payments will be subject to applicable federal, state, and local tax withholdings.

4. BENEFITS

4.1 Benefits Available. The Employee is entitled to the following benefits:

(a) **Health Insurance**: Participation in Employer's group health plan, including health, vision, and dental coverage, subject to the terms of the provider.

(b) **Paid Time Off (PTO):** Ten (10) business days (two weeks) of paid time off per Initial Term, with five (5) business days available immediately upon start date of this employment; the additional five (5) business days shall accrue at a rate of 3.08 hours per pay period.

(c) **Retirement:** Employee shall be eligible to participate in Employer's 401(k) retirement plan following sixty (60) days of employment. Employer provides a matching contribution of one hundred percent (100%) on the first three percent (3%) of Employee's salary deferrals. Employee's own salary deferrals are vested immediately. Employer's matching contributions are subject to a Graded Vesting Schedule: Employee shall become twenty-five percent (25%) vested upon the completion of each three (3) month period of continuous service. In the event of termination for any reason, Employee shall retain ownership of vested funds as of the final date of employment, while all unvested funds shall be forfeited.

4.2 Change in Benefits. The Employee acknowledges that the Employer reserves the right to amend or terminate any benefits at its sole discretion, subject to applicable laws.

5. NON-COMPETITION; NON-SOLICITATION. **if salary over $75K*

5.1 Definition and Term. During any Term of employment with the Employer and for a period of six (6) months following the termination of employment, the Employee agrees to the restrictions outlined herein.

5.2 Non-Solicitation. The Employee shall not solicit or attempt to solicit any clients, customers, or employees of the Employer with whom they had contact during their employment.

5.3 Non-Competition. The Employee shall not, within a twenty (20) mile radius of the Employer's principal business address, directly or indirectly, provide services to or own an interest in any business that competes with the Employer in the field of home renovation or related services. The Employer may, at its sole and absolute discretion, waive this restriction in whole or in part, provided such waiver is executed in writing by an authorized representative of the Employer.

5.4 Statutory Compliance and Adequate Consideration. The parties acknowledge and agree that the restrictive covenants set forth in this Section 5 are:

(a) **Ancillary** to an otherwise enforceable agreement and a valid employment relationship;
(b) **Supported by Adequate Consideration**, specifically the Employer's promise of a twelve (12) month fixed term of employment, which the Employee acknowledges is a significant and valuable professional benefit they would not otherwise be entitled to as an at-will employee; and
(c) **Narrowly Tailored** to protect the Employer's legitimate business interests, including its specialized trade secrets, confidential client lists, and localized goodwill in Lake County, without imposing an undue hardship on the Employee's ability to earn a livelihood.

5.5 Notice of Right to Counsel; Mandatory Acknowledgements. In accordance with the Illinois Freedom to Work Act, the Employer hereby advises the Employee in writing to consult with an attorney of their choosing before signing this Contract. The Employee acknowledges that they have been provided with a copy of this Contract at least fourteen (14) calendar days prior to the commencement of employment or has been given fourteen (14) days to review the same, to consider its terms.

The Employee further acknowledges their rights to: (i) engage in concerted activity to address work-related issues; and (ii) participate in proceedings related to alleged unlawful employment practices, including private litigation or proceedings brought by any federal, state, or local government agency.

6. CONFIDENTIALITY

6.1 Proprietary Information. The employee agrees to maintain the confidentiality of all proprietary information, including but not limited to: bid-pricing models, margin formulas, negotiated subcontractor and vendor rates, proprietary project templates, unpublished project costs, trade secrets, and client data obtained during their employment. The Employee acknowledges that the twelve (12) month fixed term of employment provided in Section 2 of this Contract serves as specific and adequate consideration for this confidentiality obligation, which is vital to protecting the Employer's legitimate business interests.

Nothing in this Section shall be construed to prevent the Employee from making truthful statements or disclosures regarding alleged unlawful employment practices, including but not limited to wage and hour violations, workplace safety issues, labor disputes, or any other violation of state or federal employment law. Additionally, this Section does not restrict the Employee's right to engage in concerted activity as acknowledged in Section 5.5 of this Contract.

6.2 Work Product. Any photos, project plans, or leads generated while working for Employer belong to Employer. Use of such work product for Employee’s personal portfolio shall be allowed at Employer’s discretion.

6.3 Survival. This obligation shall survive the termination of this Contract.

7. TERMINATION

7.1 Termination by Either Party. This contract may be terminated by either party by providing thirty (30) calendar days’ notice in writing. During this notice period, the Employer and Employee shall continue to perform all duties and obligations in good faith and shall focus specifically on the orderly transition of active project files and client relationships to the Employee’s successor. The Employer reserves the right, at its sole discretion, to accelerate the departure date and pay the Employee’s Base Salary through the end of the notice period in lieu of continued work.

7.2 Liquidated Damages for Breach of Notice. Should the Employee resign with less than the required thirty (30) days’ notice, Employee shall forfeit any right to unvested Performance Bonuses as described in Section 3.2 of this Contract.

7.3 Termination for Cause. The Employer may terminate this Contract and the Employee’s employment at any time, effective immediately and without further obligation for future salary or benefits, if "Cause" exists. For purposes of this Contract, "Cause" shall be defined as:

(a) **Gross Negligence or Misconduct:** Any act or omission by the Employee that constitutes gross negligence or willful misconduct in the performance of their duties.
(b) **Material Breach of Contract:** A significant failure to meet job expectations or perform the duties as outlined in this Contract (including but not limited to, repeated failure to update project schedules, failure to pass municipal inspections due to negligence, consistent budget overruns, repeated tardiness or unexplained absences).
(c) **Criminal Conduct:** Includes but is not limited to any act of fraud, embezzlement, misappropriation of Employer funds, unauthorized use of any Employer assets, acts of violence, or other unlawful acts.
(d) **Safety Violations:** Willful or repeated violation of OSHA standards or Employer safety protocols that creates a material risk of injury or legal liability to the Employer.
(e) **Policy Violations:** Violation of Employer rules, company policies, or confidentiality agreements.
(f) **Substance Abuse:** Being under the influence of illegal drugs or alcohol while on a job site or during working hours.
(g) **Insubordination:** A repeated and willful failure to comply with the lawful and reasonable directives of Employer ownership and supervisors.

7.4 Notice and Opportunity to Cure. For performance-based breaches under Section 7.3(b) Employer shall provide the Employee with a written notice of the deficiency. The Employee shall have seven (7) calendar days to cure the breach to the Employer's satisfaction. If the breach is not cured, or if the same breach recurs, Employer may terminate for Cause immediately. No cure period shall be required for acts of dishonesty, criminal conduct, or safety violations.

7.5 Compensation upon Termination for Cause. In the event of Termination for Cause, the Employee shall be entitled only to:

(a) Base Salary earned through the final date of employment; and
(b) Reimbursement for any pre-approved business expenses.

The Employee shall forfeit any right to unearned bonuses, profit-sharing draws, or any future salary remaining in the Initial or Renewal Term.

7.6 Return of Materials. Upon termination for any reason, Employee shall return all property, documents, and confidential information belonging to the Employer.

8. COST OF COLLECTION. In the event of a breach of this Contract by the Employee resulting in damages to the Employer, the Employee agrees to pay all reasonable costs of collection, including attorneys' fees, court costs, and other related expenses incurred by the Employer.

9. DISPUTE RESOLUTION; JURISDICTION AND VENUE

9.1 Dispute Resolution. Any disputes arising under this Contract shall first be resolved through good-faith communication of Parties; if this should fail, mediation, the costs of which shall be shared equally between the parties; and if mediation is unsuccessful, the parties may pursue legal action in the jurisdiction specified herein.

9.2 Jurisdiction and Venue. This Agreement shall be governed by and construed under the laws of the State of Illinois, and the venue for any dispute arising under this agreement shall be the 19th Judicial Circuit Court, located at 18 N. County St., Waukegan, IL, 60085.

10. SEVERABILITY

The invalidity or unenforceability of any provision of this Contract shall not affect, impair, or render unenforceable any other provision hereof. It is intended that each provision herein that is invalid or unenforceable as written, be valid and enforceable to the fullest extent possible. If the court finds any restrictions to be overbroad, the court is authorized to modify the restriction to the maximum extent permitted by law.

11. ENTIRE AGREEMENT

This Contract constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral. Any modifications to this Contract must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of signature:

SWIFT RENOVATIONS, LLC (EMPLOYER)

Signature: ______________________________

Print Name: ____________________________

Title: __________________________________

Date: __________________________________

EMPLOYEE:

Signature: ______________________________

Print Name: ____________________________

Date: __________________________________