This Agreement made and entered into on\_\_XXXX, 2014\_\_\_\_\_\_\_\_\_\_ (date),

by and between \_\_\_\_\_VILICUS FARMS\_\_\_\_\_\_\_\_\_\_\_\_\_ ("employer"), and \_\_\_\_\_\_\_ ("apprentice"). The parties recite that:

1. Employer is engaged in agrarian education and maintains business premises at

\_23856 Road 265 N Havre, MT 59601\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address).

1. Apprentice is willing to be employed by employer, and employer is willing to employ apprentice, on the terms and conditions hereinafter set forth. For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, employer and apprentice covenant and agree as follows:

***AGREEMENT TO EMPLOY AND BE EMPLOYED***

Employer hereby employs apprentice as Farm Apprentice at the above-mentioned premises, and apprentice hereby accepts and agrees to such employment. Apprentice is hired as an at-will employee. Probation period is the first 30 days after employment start date. See section below titled Probation, Termination and Disability for details.

***DESCRIPTION OF APPRENTICE’S DUTIES***

Subject to the supervision and pursuant to the orders, advice, and direction of employer, apprentice shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by employer. Apprentice shall additionally render other unrelated services and duties as may be assigned to him/her from time to time by employer.

Duties will include all aspects of operating and managing a certified organic dryland crop farm. Apprentice will be involved in planning discussions and engage in personal study to support the experiential core of the apprenticeship. In addition to the farm duties, apprentice will also contribute labor to all the household duties of cooking, cleaning, and caring for the farmstead.

Apprentice position in a salaried position with a monthly stipend. The work schedule is highly seasonally based and dependent on farming activities. Employer will strive to create a work schedule that allows for one paid day off a week. There is no paid holiday time. Apprentice wishing to take vacation time must schedule it in advance and at the convenience of Vilicus Farms. Apprentice wishing to attend conferences, workshops and other educational events as augmentation to the on-site education at Vilicus Farms will discuss the relevance of said event with the employer, and these events will be considered work days if both parties agree that the event qualifies as a valid educational experience related to the goals and intention of the apprentice.

***MANNER OF PERFORMANCE OF APPRENTICE'S DUTIES***

Apprentice shall at all times faithfully, industriously, and to the best of his/her ability, experience, and talent, perform all duties that may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of employer. Such duties shall be rendered at the abovementioned premises and at such other place or places as employer shall in good faith require or as the interests, needs, business, and opportunities of employer shall require or make advisable. As an employee of Vilicus Farms the apprentice has opportunities to represent the farm enterprise. At all times this should be done in a courteous, professional manner.

***DURATION OF EMPLOYMENT***

The term of employment shall be six months, commencing on XXX , and terminating XX , subject, however, to prior termination as otherwise provided herein. Should Apprentice wish to terminate employment prior to said end date, discussion will occur prior to said termination. Apprentice understands that employment is also an educational program and that completion of a full 6 month term is expected, in order to be considered a graduate of the Vilicus Farms Apprenticeship program. Employment maybe extended if it is deemed to be mutually beneficial to both apprentice and employer. This extension shall be agreed to in writing as an amendment to this contract.

***COMPENSATION; REIMBURSEMENT***

Employer shall pay apprentice a stipend at the rate of \_\_\_$1000\_\_\_\_\_\_ per month, before taxes. In addition, apprentice will receive room. Board is provided to the extent the apprentice chooses to eat with the farm crew. Also, employer will reimburse apprentice for any and all necessary, customary, and usual expenses incurred while traveling for and on behalf of the employer pursuant to employer's directions.

***APPRENTICE'S LOYALTY TO EMPLOYER'S INTERESTS***

Apprentice shall devote all of her/his professional time, attention, knowledge, and skill solely and exclusively to the business and interests of employer, and employer shall be entitled to all benefits, emoluments, profits, or other issues arising from or incident to any and all work, services, and advice of apprentice. Apprentice expressly agrees that during the term hereof she/he will not be interested, directly or indirectly, in any form, fashion, or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, in any other business similar to employer's business or any allied trade.

***NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS***

Apprentice will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of employer, including, without limitation, the names of any its customers, the prices it obtains or has obtained, or at which it

sells or has sold its products, or any other information concerning the business of employer, its manner of [operation](http://www.lectlaw.com/forms/f111.htm), or its plans, processes, or other date of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential,

and gravely affect the effective and successful conduct of the business of employer, and its good will, and that any breach of the terms of this section is a material breach of this agreement.

***PROBATION, TERMINATION and DISABILITY***

*Probation Process*

As of the first day of work, a 30 day probation period begins. Job expectations, professional attitude and commitment to being a Vilicus Farms apprentice will be discussed.

Two weeks after start date, an assessment will be made as to success of the position for the apprentice, and the apprentice for the employer. Concerns serious enough to be possible grounds for termination of employment will be discussed, and strategies for addressing them will be noted. Concerns and strategies will be noted in written form and signed by apprentice and mentors.

Four weeks after start date another assessment will occur. If all parties are amenable to employment being continued, the probation period will end. Should either party believe that the mentor-mentee relationship will not be successful for both parties, employment will be terminated with 2 weeks notice.

*Termination Policy*

The employer mentor and the apprentice will have an informal check-in every 2-3 weeks, or on a jointly determined schedule, to discuss job performance, attitude, and skills acquisition. Concerns or problems will be discussed and strategies determined to assist both employer mentors and the apprentice to address the challenges. Should serious problems persist, the apprentice may be placed on apprenticeship jeopardy. A formal evaluation meeting between employer and the apprentice will occur, and specific concerns will be noted and apprentice and employer will co-create clear, measurable steps to address these concerns which will be contracted and signed by both parties.

A timeline for review will be determined. Assessment will happen weekly until such time as apprenticeship jeopardy status is withdrawn or termination is deemed necessary. If termination is warranted, apprentice will be given two weeks notice. When and if apprentice is given notice of termination, duties will be revised or limited as employer sees fit for the remainder of their tenure.

*Disability & Attendance*

In the event that the apprentice cannot perform the duties associated with the apprentice job because of illness or incapacity for a period of more than 3 weeks, the compensation otherwise due during said illness or incapacity will be reduced by 50% percent. The apprentice's full compensation will be reinstated upon return to full time work. However, if the apprentice is absent from work for any reason for a continuous period of over 5 weeks, the employer may terminate the apprentice's employment, and the employers obligations under this agreement will cease on that date.

***DISCONTINUANCE OF BUSINESS AS TERMINATION OF*** [***EMPLOYMENT***](http://www.lectlaw.com/forms/f111.htm)

Anything herein contained to the contrary notwithstanding, in the event that employer shall discontinue operations at the premises mentioned above, then this agreement shall cease and terminate as of the last day of the month in which operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

***APPRENTICE'S COMMITMENTS BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT***

Employee shall not have the right to make any contracts or other commitments for or on behalf of employer without the written consent of employer.

***CONTRACT GOVERNED BY LAW***

This agreement and performance hereunder shall be construed in accordance with the laws of the State of\_MONTANA\_\_\_.

Executed on the date first above written.

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