

Employment Agreement

This Employment Agreement (" Agreement ") is made effective as of May 07, 2024 , by and between Velez Marine LLC d/b/a Port Henry Marina ("Employer") of 40 Velez Lane , Port Henry , New York , 12974 and Vicki Trudeau ("Employee") of Jackson Street , Port Henry , New York , 12974 .

- A. The Employer is engaged in the business of Marina Services . The Employee will primarily perform the job duties at the following location: 40 Velez Lane , Port Henry , New York 12974 .
- B. The Employer desires to have the services of the Employee.
- C. The Employee is an at-will employee of the Employer. Either party is able to terminate the Agreement at any time.

Therefore, the parties agree as follows:

- 1 . Employment.** The Employer shall employ the Employee as a(n) General Helper . The Employee shall provide to the Employer duties as needed. The Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice, and direction of the Employer and the Employers supervisory personnel.
- 2 . Best Efforts of Employee.** The Employee agrees to perform faithfully, industriously, and to the best of the Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement , to the reasonable satisfaction of the Employer. Such duties shall be provided at such place(s) as the needs, business, or opportunities of the Employer may require from time to time.
- 3 . Compensation of Employee.** As compensation for the services provided by the Employer under this Agreement , the Employer will pay the Employee \$20.00 per hour . This amount shall be paid every two weeks, no later than three days after the payroll period that ended on the preceding Sunday and subject to applicable federal, state, and local withholding. Upon termination of this Agreement , payments under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Employee has not yet been paid, and for any commission earned in accordance with the Employer's customary procedures, if applicable. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.
- 4 . Expense Reimbursement.** The Employer will reimburse the Employee for "out-of-pocket" expenses incurred by the Employee in accordance with the Employer's policies in effect from time to time.
- 5 . Recommendations for Improving Operations.** The Employee shall provide the Employer with all information, suggestions, and recommendations regarding the Employer's business, of which the Employee has knowledge, that will be of benefit to the Employer.
- 6 . Confidentiality.** The Employee recognizes that the Employer has and will have information regarding the following:
- Customer lists
 - Business affairs
 - Future plans
- and other vital information items (collectively, "Information") which are valuable, special, and unique assets of the Employer. The Employee agrees that the Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any items of Information to any third party without the prior written consent of the Employer. The Employee will protect the Information and treat it as strictly confidential. A violation by the Employee of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.
- 7 . Confidentiality After Termination of Employment.** The confidentiality provisions of this Agreement shall remain in full force and effect for a period of two years after the voluntary or involuntary termination of the Employee's employment.
- 8 . Term/Termination.** The Employee's employment under this Agreement shall be for an unspecified term on an "at will" basis. If the Employee is in violation of this Agreement , the Employer may terminate employment without notice and with compensation to the Employee only to the date of such termination. The compensation paid under this Vicki Trudeau shall be the Employee's exclusive remedy.
- 9 . Compliance with Employer's Rules.** The Employee agrees to comply with all of the rules and regulations of the Employer.
- 10 . Return of Employer Property.** Upon termination of this Agreement , the Employee shall deliver to the Employer all property which is the Employer's property or related to the Employee's company (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.
- 11 . Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

The Employer:

Velez Marine LLC d/b/a Port Henry Marina
David Koran
Officer
40 Velez Lane
Port Henry , New York 12974

The Employee:

Vicki Trudeau
Jackson Street
Port Henry , New York 12974

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

- 12 . Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 13 . Amendment.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
- 14 . Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15 . Waiver of Contractual Rights.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement .
- 16 . Applicable Law.** This Agreement shall be governed by the laws of .

17 . Signatories. This Agreement shall be signed by Vicki Trudeau , General Help on behalf of Velez Marine LLC d/b/a Port Henry Marina and by Vicki Trudeau in an individual capacity. This Agreement is effective as of the date first above written.

The Employer:

Velez Marine LLC d/b/a Port Henry Marina

Vicki Trudeau
General Help

Date:

The Employee:

Vicki Trudeau

Date: