



Executive Chef Job Description

Job Title- Executive Chef

Reports To- General Manager

Summary of Position- The Executive Chef ensures the smooth running of the kitchen, maintaining the quality of product and service to all outlets inclusive of; café/ bar, dining room, banquets and any off premise events. The Executive Chef will oversee all aspects of the kitchen operations; including menu planning, food costs, banquet/ catering department, Pastry department, receiving department, hygiene and sanitation, recruitment, retention and development of kitchen employees. The Executive Chef must be available to represent the hotel or restaurant at special events, PR activities, and other catering locations; whether domestic or abroad.

Essential Duties and Responsibilities-

Manage Kitchen Staff; scheduling, training, biannual job performance reviews, ensuring employee development and safety in the kitchen.

Food Cost; work with purchasing manager to order food and keep food cost at approved range.

Quality Control; ensure quality of dishes and be sure they are served on schedule. Approve all prepared items that leave the kitchen. Develop and standardize recipes to ensure consistency.

Safety and Sanitation; Be sure that entire kitchen, stewards area, fridges, storage etc. are up to health code standards. Work with in house Health Department representative to ensure a "A" inspection score. Work with Back of House Manager to maintain all kitchen equipment.

Keep Dining Room Informed; Provide and maintain menu descriptions for all menu items. Attend service meetings to provide daily information about special and kitchen happenings.

Executive Chef Company Projects; Be available to assist or preform entirely any in house or off premise projects. Be sure to recognize and meet all deadlines and expectations of assignments.



IMPORTANT LEGAL BINDING EMPLOYEE (EXEC CHEF) CONTRACT

EXECUTIVE CHEF'S EMPLOYMENT AGREEMENT

This Agreement ("**Agreement**"), dated as of _____ is by and between _____ the company with an address of _____

("Company") and ("Employee"). Company and Employee may hereinafter be collectively referred to as the "**Parties**" and each a "**Party**."

RECITALS

WHEREAS, the Company operates a highly successful restaurant (the ("**Restaurant**");

WHEREAS, the Employee has been the executive chef at several major hotels, cruise ships, resorts or restaurants

WHEREAS, the Company desires to engage the services of the Employee as the executive chef ("**Executive Chef**"), subsequent to his receipt of a Work Permit, and the Employee desires to provide his services to the Company on the terms and conditions set forth herein.

WHEREAS, the Company and the Employee now desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties set forth herein and for other good and valuable consideration, it is hereby agreed as follows:

1. Employment.

1.1. Employee agrees to serve as the Executive Chef of the cruise ship restaurants or hotel. The Employee shall report directly to the Company's managers (the "**Managers**"), as an at will employee commencing on the date Employees commences to perform his duties hereunder.

1.2 During his Employment, Employee shall perform the duties customarily associated with his title together with such additional duties of an employee, commensurate with his title, as may from time to time be assigned by the Managers.



2. Loyalty and Diligence. Employee shall at all times exert his best efforts to promote the success of Restaurant, and shall discharge his duties and responsibilities in a trustworthy manner. Employee shall do nothing which will in any way impair or prejudice the name or reputation of the company (put name in here).

3. Compensation.

3.1 During his Employment, subject to all of the terms and conditions of this Agreement, the Company shall pay the Employee a base (net or gross) monthly salary of \$

per month ("**Base Salary**"), payable in accordance with Company's usual payroll policies, less such deductions or amounts to be withheld as shall be required by law, or by any plans of the Employer to which Employee is covered. Employee's Base Salary shall be subject to annual review and potential adjustments effective as of the first day of each year commencing _____, which shall be in the sole discretion of the Managers.

3.2 The Company shall once a year, so long as the Employee provides at least 30 days notice to the Company, pay for Employee's airfare to and from (place of hire).

3.3 The Company shall provide the Employee with a cell phone, and shall pay up to \$ _____ per month worth of expenses related to the cell phone. If expenses related to the cell phone exceed \$ _____ per month such amount in excess of \$ _____ shall be deducted from the Employee's Base Salary.

3.4 The Company shall provide Employee with the use of a work computer, but said computer shall remain the property of the Company.

3.5 The Company shall, when Employee first arrives in _____, provide housing for Employee up to 3 months at a location which is reasonably satisfactory to Employee, such satisfaction not be unreasonably withheld or as per the contract provided, suitable housing for him (or his family) or a suitable housing allowance. The Company shall provide to Employee the name of a reputable real estate broker to help Employee find suitable rental accommodations.

3.6 The Company shall reimburse Employee up to \$ _____, to cover the relocation expenses of the Employee, provided Employee provides documentation satisfactory to the Company to support the costs.

3.7 The Company shall supply work clothing to Employee and shall pay for the dry cleaning of said work clothing.



3.8 The Company shall be responsible for paying all of the Employee's reasonable expenses in Employee obtaining a Visa to work (if a Visa is needed).

4. Bonuses.

4.1 You may add your own specific bonus program here

4.2 This is for Michelin start restaurants only. During the Executive's employment, subject to all of the terms and conditions of this Agreement, the Company shall pay the Employee per year for every Michelin Star the Restaurant receives. In addition, to the bonus's mentioned above, the Employee shall be entitled to a onetime special bonus \$ should the hotel/resort receive two Michelin Stars in a given year during his employment and a one-time special bonus should the Restaurant receive three Michelin Stars in a given year during his employment by the hotel/resort.

4.3 Commencing with the quarter ending, the Company shall also pay the Employee a quarterly bonus, provided the Restaurant's revenue less complimentary meals etc. and discounts ("Revenues") for the quarter is 5% more than the corresponding quarter one year earlier.

5. Representations, Warranties, and Covenants of Employee. In order to induce the Company to enter into this Agreement with Employee on the terms and conditions set forth herein, Employee hereby represents and warrants that he is not a party to or bound by any agreement, arrangement or understanding, written or otherwise, which, directly or indirectly, prohibits or in any manner restricts his ability to enter into and fulfill his obligations under this Agreement and/or to be employed by and serve as an employee of Company. Employee is not subject to any pending or, to Employee's knowledge, threatened claim, action, judgment, order, or investigation that could adversely affect his ability to perform his obligations under this Agreement, or to maintain the business reputation of the Company.

6. Other Benefits. During the Employment Term, Employee and his family, to the extent that the Company provides such benefits or plans to managerial employees generally, shall be entitled to participate in all of Company's benefit plans such as medical and disability plans, in accordance with their provisions, and other benefits extended by Company from time to time to its employees, such as vacations, holidays and sick leave, all to the same degree as other general employees of the Company. Company may, at any time, modify, amend, and/or terminate any of these plans or benefits with respect to all of its employees, to the extent permitted by law, without obligation to Employee.



7. Review by Counsel: No Adverse Inference. Each Party acknowledges that it has consulted with its own legal counsel, who has participated in the drafting of this Agreement. In the event of any ambiguity(ies) in any provision hereof, there shall be no adverse inference drawn against either Party.

8. Notices. Any notice, request, demand and other communication provided for by this Agreement shall be sufficient if in writing and if sent by courier or registered or certified mail (return receipt requested) to Employee at the last address he has filed in writing with Company, or in the case of Company, to the address listed above.

9. Arbitration: Interim Awards.

9.1 Any and all disputes arising under or in connection with this Agreement, or Employee's employment by Company shall be resolved by arbitration, to the Arbitration Rules. The award in arbitration shall include an award of the costs of arbitration and legal fees and expenses to the Party substantially prevailing in any such arbitration; however, if both Parties substantially prevail as to separate issues, the award shall equitably apportion the costs, fees, and expenses between the Parties.

9.2. Notwithstanding any provision of this Agreement to the contrary or inconsistent herewith, Company shall not withhold any payment(s) otherwise due hereunder to Employee unless Company first gives _____ days advance written notice to Employee and such _____ notice period expires without Employee disputing the withholding of such payment and demanding arbitration. In the event Employee demands arbitration, the disputed payment(s) shall be held in a separate escrow by Company, subject to any interim award directing the Parties as to how to proceed with respect to such payment(s) pending arbitration.

10. Assignment; Heirs and Successors Bound. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, administrators, personal representatives, successors and permitted assigns. The Company, but not Employee, may assign or delegate any of its rights or obligations hereunder and any such assignee shall be deemed substituted for Company under the terms of this Agreement, and all references to "Company" shall be deemed to mean such assignee. As used in this Agreement, the term "assignee" shall include any Company or any person which at any



time, whether by merger, purchase or otherwise, acquires all of the equity or all or substantially all of the assets or business of Company, and any assignee or successor thereof.

11. Governing Law: Conflicts of Law. This Agreement shall be governed by and construed in accordance with the laws without reference to conflicts of laws.

12. Integration: Amendment of Agreement. This Agreement sets forth the entire agreement between Company and Employee relating to Employee's employment and engagement and supersedes all prior negotiations and written or oral agreements or understandings between Company and Employee relating to Employee's employment and engagement. This Agreement may be amended, supplemented, or modified only by a written instrument duly authorized by the Managers and Employee and executed by or on behalf of each Party.

13. Headings/Recitals. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. The Recitals are incorporated into and made part of this Agreement.

14. Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if an arbitrator or court of competent jurisdiction determines that the scope and/or operation of any provision of this Agreement is too broad to be enforced as written, the Parties intend that the arbitrator or court should reform such provision to such narrower scope and/or operation as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such provision was never a part of this Agreement, and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by illegal, invalid, or unenforceable provisions or by their severance.

15. Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. Any waiver by the Company shall require the consent of the Managers. No waiver by any Party of any term



or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

16. Counterparts. This Agreement may be executed in one or more counterparts, with the same effect as if the Parties had all signed the same document. A facsimile, copy, or electronic copy shall be deemed an original for all purposes.

17. Condition Precedent. This Agreement is conditioned on the Employee obtaining a work permit and commencing his employment .

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

COMPANY:

By: _____

By: _____

Title: Managers

EMPLOYEE:
