

*Encore*  
EVENTS  
ROCHESTERDJ.COM

**EMPLOYEE  
HANDBOOK**

# Welcome Message

On behalf of all the people here who make our company a leader in its industry,... Welcome to Encore Events!

We take considerable pride in our company, the services we provide to our clients, and the growth we have experienced in the past and will experience in the future. We know you will feel this same pride as you share in the challenges and the opportunities for personal and professional growth at Encore Events.

This handbook will be helpful to you in getting better acquainted with our company and well informed on its policies and procedures. The handbook is only a start in our emphasis on communications- it tells you how we work, what you can expect from us and what we expect from you.

We hope to provide you with rewarding and satisfying work at Encore Events, with recognition and appreciation for your contribution to the goals and continued progress of our company.

*Sincerely,*

*Richard L. Cranston*

Owner & Founder

Cranston Media, LLC dba *Encore Events*

## Mission Statement

*It is our mission is to excite and amaze our clients by creating celebrations beyond imagination. We deliver excellence when the stakes are highest, through meticulous pre-planning, professional expertise, organizational discipline and a high commitment to outstanding customer service. We will continue to strive to be an employer, vendor partner, and community member of choice.*

# Table of Contents

■ <b>Introduction</b> (page1)	
□ General Introduction	pg 1
□ Terms Of Employment	pg1
■ <b>Equal Employment Opportunity</b> (page 2)	
□ Sexual Harassment Policy	pg2
□ EEO Compliance	pg2
■ <b>Basic Policies</b> (pages 3-8)	
□ Employment Status Definitions	pg3
□ Working Hours	pg3
□ Punctuality	pg4
□ Absenteeism	pg4
□ Dress Code	pg5
□ Customer Service	pg6
□ Codes of Conduct	pg6
□ Safety Policy	pg7
□ Security Policy	pg7
□ Rest & Meal Periods	pg8
□ Closing Procedure	pg8
□ Personal Calls & Emails	pg8
□ Personal Use of Company Equipment	pg8
■ <b>Compensation &amp; Benefits</b> (pages 9-11)	
□ Pay Dates	pg9
□ Pay Advance & Reimbursements	pg9
□ Sick/ Personal Days	pg9
□ Vacation	pg10
□ Holiday & Jury Duty Pay	pg10
□ Group Insurance & 401k	pg11
□ Workers Compensation	pg11
□ Severance Pay, Disability Insurance & Other Benefits	pg11
■ <b>Employee Relations</b> (pages 12-15)	
□ Copyrights & Patents	pg12
□ Progressive Discipline	pg12
□ Performance Appraisal Process	pg13
□ Resignation & Termination Policies	pg13
□ Arbitration	pg14
□ Background Check	pg15

# Introduction

## General Introduction

The management team of Encore Events knows that its employees and their welfare are the most important element in the success of the Company. Our objective is the continuous development of a growing business through which our clients, the employees and the Company can benefit. Every employee is considered a great asset to the Company and an important part of our team.

The management team of Encore Events knows that its employees and their welfare are the most important element in the success of the Company. Our objective is the continuous development of a growing business through which our clients, the employees and the Company can benefit. Every employee is considered a great asset to the Company and an important part of our team.

This handbook is provided for your use as a reference and it summarizes most of our personnel policies & procedures, benefits, and rules & regulations for your personal education. It is designed to better inform you and acquaint you with the **Company. This is by no means a contract of employment and should not be construed as establishing any employment relationship other than that of at-will.** As policies and benefits are revised, updated pages will be distributed to you. However, the Company reserves the right to revise this handbook at anytime with or without notice.

## Terms Of Employment

Due to the nature of the Company's business, its customers, and other needs, the employment relationship is, and is intended to be, at-will. This Handbook contains the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. No withstanding any disciplinary procedures or Company rules or regulations, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice.

Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment in a specific position or at a specific rate of pay. There will be no agreement, expressed or implied, between you and the Company for any specific period of employment, nor for continuing or long term employment, unless in writing, signed by a duly authorized officer or representative of the Company. No officer or agent of the Company other than the Member/President can enter into an agreement for a specific period of employment or for continued or indefinite employment nor for continuing or long term employment.

# Equal Employment Opportunity

## •Equal Employment Opportunity

It is the Company's policy to employ, retain, promote, terminate and otherwise treat any and all employees and job applicants on the basis of merit, qualifications and competence. This policy shall be applied without regard to any individual's sex, race, religion, national origin, ancestry, age, marital status, pregnancy, medical condition, or physical handicap.

## • Sexual Harassment Policy

Encore Events is committed to providing a work environment that is free of discrimination. The Company maintains a strict policy prohibiting any unlawful harassment, including sexual harassment. This policy prohibits harassment of any form, including verbal, physical and visual harassment.

Sexual Harassment Includes:

- ❑ Unwelcome sexual advances, requests for sexual favors, verbal or physical contact of a sexual nature with explicit or implicit condition of employment.
- ❑ Using the employees submission to or rejection of the sexual conduct as the basis for an employment decision.
- ❑ Creating an intimidating, offensive or hostile working environment for other employees through verbal or physical conduct of a sexual nature.
- ❑ Verbal harassment such as repeated sexual or derogatory jokes and remarks
- ❑ Physical harassment such as an assault, impeding or blocking movement or any physical interference with normal work when directed at an individual.
- ❑ Visual forms of harassment such as displaying derogatory posters, cartoons or drawings that are offensive.
- ❑ Any solicitation of sexual favors or unwanted sexual advances.

**If an employee believes he or she has been harassed by a co-worker, supervisor, or manager of the Company, please report the individuals involved as well as the facts of the incident promptly to the President of the Company. *We will investigate* all such claims and disciplinary actions , including possible termination of employment, will be taken against the employee who is found to have engaged in harassment.**

## •EEO Compliance/Verification

In committing to full compliance with federal immigration laws, the Company requires employees to pass an employment verification procedure before they are permitted to work. The federal immigration law requires that every individual provide satisfactory evidence of their identity and legal authority to work in the United States no later than 3 business days after they begin new employment.

## **•Employee Idea or Concern Reporting**

Encore Events is comprised of creative, talented employees. Should you ever have an innovative idea or project you'd like to implement, you are encouraged to submit your idea to your immediate manager. Equally as important, should you ever have a complaint or concern about a problem or concern that pertains to your job, you are entitled to voice your opinion and if you feel the situation warrants, submit your concern, in writing, to your immediate manager.

# Basic Policies

## □ Employment Status Definitions

**Full Time Employee-** Full Time employees are defined as any employee who is hired to work on a regular basis for 34 or more hours a week. After the stated probationary period they shall be eligible for all benefits.

**Part Time Employee-** Part Time employees are defined as any employees who are hired to work on a regular basis for less than 34 hours per week. They are not eligible for benefits.

**Temporary Employee-** Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal work loads or emergencies. They are not eligible for any company sponsored benefits.

**Non-Exempt Employees (Hourly)-** Non-exempt employees include all regular employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act. Employees in this category are entitled to time and a half pay for work in excess of 40 hours in a workweek.

**Exempt Employees (Salaried)-** This category includes all regular employees who are classified by the company as exempt from the overtime provisions of the Federal Labor Standards Act. They do not get paid any overtime.

**Probationary Period-** All new and rehired employees work on a probationary period for the first 180 days. The probationary period is the initial period of employment, a kind of “trial period”, during which the supervisor carefully considers whether the employee is able to meet the standards and expectations of the job and if the employee should be retained as a “regular” employee. During this time, the supervisor appraises the employee’s: ability to learn and perform job duties, quality of work, productivity, work habits, cooperation, attendance, punctuality, and other standards and expectations specific to the employee’s work situation. If the employee is clearly not meeting the requirements of the job, the employee may be released at any time during the probationary period. The rate of pay or benefits, if any, relating to the probationary period will be defined in each employee’s job offer.

## □ Working Hours

Each office employee will be allowed a 30-minute lunch break at their own leisure. Event staff shall take up to a 15 minute break during the guest meal period. Encore Events’ advertised office hours are Monday thru Friday from 10AM-7PM and by appointment. The Company reserves the right to assign employees to jobs and work times other than their usual scheduled assignments when required (i.e., Bridal Shows, Events, etc.) Employees may also be required to work weekends, holidays, and overtime or hours other than those normally scheduled as necessary.

## □ Punctuality

This is the most important aspect of your job because no matter how much you know, you will not be able to help if you are not here. All we ask is that you *respect the time of your other team members*. When you arrive late you are sending a message (whether you mean to or not) that **your** personal time is more important than that of the team member who was waiting for you.



***Always arrive on time and ready to help each other succeed!***



**Policy:** Employees will notify their immediate supervisor in the event of tardiness and give the reason. The supervisor reserves the right to cancel your shift.



**Policy:** Employees are not permitted to “make up” lost time after their shift.



**Policy:** The first occurrence of your late arrival will be brought to your attention. On the second occurrence you will be written up and will receive a warning. On the third occurrence you will be evaluated and disciplinary action will take place possibly resulting in a one day suspension. If this continues to occur, more drastic measures will be taken, possibly resulting in termination of employment.

## □ Absenteeism

We depend on you to achieve our goals each day. When you are not here it keeps the rest of your team from achieving those goals. We understand that “life happens.” On those days when you feel you can not perform your job at the level expected of you, stay home and get yourself better. Being in the event business, with a great deal of importance on particularly assigned, individual staff members to specific events and tasks, Encore Events, considers the ability to work under less-than-optimal conditions of health, weather, and other factors to be a evaluable and quantifiable skill set for an employee.

**Policy:** You must inform your immediate supervisor of your absence prior to (if the absence was anticipated in advance) or on the first day of your absence, and include your expected return date.

## □ Dress Code

Image is not exactly everything... but it is extremely important!

**Perception is everything! “Dress as if....”**

Whether we like it or not, people treat us many times by their first impression of us. Therefore we like the saying... **“When in doubt, overdress”**.

**Sales & Planning Team:** Business casual & trendy contemporary. *At any point you should be clean and presentable to a (drop in) client or business partner.*

**Setting/Striking Gear:** Encore-branded clothing. No jeans. No ball caps.

**Event Assistant:** Gender-appropriate black dress slacks & black dress top. No athletic wear.

**DJ Assistant & Headliner:** Subject to a seasonal style guide issued by Management.

Special dispensation can be issued by management for specific task days.



**ALL PERSONNEL MUST ALWAYS BE WELL GROOMED!**

## INDEMNIFICATION

To the extent permitted by law, the employee shall indemnify the employer against any claim, injury or loss arising from employee’s operation of his or her own vehicle. As a condition precedent to becoming employed, employee shall execute an authorization allowing employer to obtain employee’s driving record. Employee represents that he or she has a valid driver’s license issued by the state of his or her residence.



## NOTICE

Any notice given to the employee pursuant to this Agreement shall be sufficiently given if sent to him or her by registered or certified mail addressed to him or her at the address set forth in the preamble to this Agreement or such other address or addresses as the employee shall designate in writing to the Company. Any notice given to the Company pursuant to this Agreement shall be sufficiently given if sent to the Company by registered or certified mail to the Company's address set forth in the preamble to this Agreement or at such other address as the Company shall designate by written notice to the employee.

## –Customer Service

Encore Events exists today because our clients have come to trust and value our services. Everything our company has to offer our clients revolves around customer service, from an initial call to the final execution and performance of the event. **We must always make the effort to provide an “Outstanding” level of customer service.**

The rules are simple...

–Rule #1: **Use your best judgment in all situations.**

–Rule #2: **Perform your job at a level where your effort is never questioned.**



Just remember to remain calm and courteous in all situations. If you are ever in doubt of what step to take next, seek the help and guidance from your direct supervisor or manager. They have been specially trained for those difficult situations.

## –Code of Conduct

Encore Events has formed certain rules of conduct to ensure a well-run and pleasant environment for its employees. Violation of these rules has a negative effect on the integrity of *the Company* and therefore will result in some type of disciplinary action ranging from a warning to possible termination based on the severity of the act. Examples of these types of infractions are, but not limited to:

- Abuse or misuse of company equipment.
- Refusing to follow the direction of management
- Unacceptable or unsatisfactory job performance
- Being under the influence of alcohol or any illegal substance while working
- Any behavior that is offensive and/or endangers other employees
- Excessive absenteeism or patterned absences on a recurring basis
- Excessive tardiness, even if it has been reported in advance
- Unauthorized removal or possession of company property, fellow employees' property, or client's property.
- Any form of theft, fraud or dishonesty against the company, a client or other staff member.

You are a trusted member of the Encore Events' business family and with that comes the privilege of having your word taken at face value along with many responsibilities and commitments of honesty and integrity to the company.

**In all situations, we will do what is right to uphold the integrity of *the Company*. Remember that, as a representative of the Company, when your integrity is compromised, the integrity of the Company is compromised. Always conduct yourself at a level where we can feel proud to call you a Encore Events team member.**

Represent *the Company* proudly and respectfully wherever you go. Together we are creating a company that treats us as individuals, a company that allows us to express our creativity, to grow both professionally and personally, a company that not only can enrich our lives financially but one where we feel that what we do on a daily basis really matters.

## □ Safety: Everyone's Responsibility

The safety of our clients and our staff is very important to us. To achieve a goal of complete safety everyone must do their part and become safety conscious.

The following are some common sense rules regarding safety awareness.

1. Learn the location of the company's fire extinguishers, proper usage and your duties in case of a fire.
2. If you are unable to solve it yourself, promptly report all unsafe and potentially hazardous conditions to the specified department manager immediately!

Examples:

- Equipment left on overnight (sound and lighting equipment, water feature, etc)
  - Exposed cabling and wiring.
  - Careless handling of equipment.
  - Defective equipment.
  - Improper storage and/ or stacking of equipment, boxes, tools, etc.
  - Wet or Slippery floors
3. Help to avoid accidents by eliminating any hazardous and unsafe conditions when you find them.
  4. Immediately report all accidents in writing to the Company Member/President.
  5. Always be on the alert for safety hazards.

## □ Security



As a team, we are all responsible for the security of all company property. Whether at the office or at an event, we must make sure that company equipment as well as rented and/or leased equipment is taken care of. This includes company vehicles. If you are the last person to leave the office or vehicle, you must make sure you complete the proper closing procedure, lock and secure all office and/or vehicle doors.



**Policy:** If it is determined that you were the person accountable for locking all doors and it was not done, you will be reprimanded according to the severity of your negligent act. The action can range from a written warning, suspension to possible termination.



**Policy:** If you are the person responsible for not locking all doors you will be held liable for any business losses or expenses resulting from your action.

**We can not afford to become casual in our security measures.  
Please report any suspicious activity to the Company President at once!**

## - Rest & Meal Periods

In order to maintain our healthy Staff (both physically and mentally) it is *requested* of you to take your lunch break each day.

In order for the Company to be in compliance with New York labor laws *you must take a lunch break each day.*

***Therefore it is company policy that you take your break!***



When you take your lunch break you must clock out at the beginning of your break and clock back in when you are done. You are given a 60-minute lunch break period.

For those working a 6 hour shift you can take 15 minutes without clocking out. There is a designated area for you to take your break if you choose to remain in the office



**Remember: You are never too busy to take a break.**

**Policy:** If you choose to not take a break on a day when you are scheduled to work more than 6 hours, you must submit a written notice of your break refusal for that day.

## - Closing Procedure

If you are the last person to leave the office, you must make sure that you follow the following closing procedure:

1. Check that all lights in all rooms & water feature have been turned off.
2. Check that all lighting, sound and visual equipment in the office and basement/warehouse has been turned off.
3. Ensure that all entrance doors have been locked.

**Policy:** If you are the lead in a consultation, meeting or training session held in the office at the end of the day, you are responsible for completing the closing procedure.



## - Personal Calls & Emails

Employees are requested to keep all personal telephone calls and emails to a minimum. Friends and relatives should be discouraged from calling unless there is an emergency. Employees should also limit the number of personal calls made and personal email usage during working hours. Time spent on personal calls, email and internet usage during working hours will be constituted as your break time.

Management reserves the right to inspect personal and work emails accessed on company computers and devices at any time, without notice.



## - Personal Use of Company Equipment

**Policy:** Employees are required to request permission, through their immediate supervisor. All equipment to be used ***must be properly checked out by the***

***Production Manager*** or General Manager whether it will be used in the office or elsewhere. You will be held liable for any loss or damage of equipment while it is in your custody.

# Compensation & Benefits

---

## □ Pay Day

Employees will be paid by 5:00pm every Friday.



**POLICY:** Employees must turn in a record of their work in order to be paid (a COMPLETE company electronic payroll form or time card by Monday at 9am.

**POLICY:** Office staff who double as headliners will not “double dip.” Client meetings shall be done on your own time and these employees will not seek remuneration for such outside of the event pay.

Pay Period is as follows:

- Period worked 12:01am on Sunday thru 11:59pm on Saturday.

Should you work an event on Saturday night that goes into Sunday morning, that event's compensation will be considered time worked on Saturday.

## □ Pay Advances & Reimbursements

▪ **Garnishments & Pay Advances will be deducted from the next scheduled paycheck in full. This includes, but is not limited to:**

- Repay of medical and dental insurance premiums (deducted from gross pay)
- Simple IRA contributions (deducted from gross pay)
- Repay of monthly cellular phone charges (deducted from net pay)
- Loans (deducted from gross pay)
- Pre-Authorized purchases of personal items on Company accounts, etc.
- Employee Federal tax, employee state tax, FICA tax, etc. (deducted from gross)

### -Reimbursements

- **Mileage Reimbursement-** reimbursement of fuel costs for company usage of personal vehicles may be reimbursed to you at \$0.55 per mile.
- **Other Reimbursements-** Receipts must be submitted for all other reimbursement of monies paid by employees such as parking fees, meals with clients, luncheon fees, etc.
- **All reimbursements must be submitted to the payroll department no less than 5 business days prior to the following scheduled payroll in order for you to receive your reimbursement on the following paycheck.**

□ **Sick/Personal Days** If you were offered sick or personal days in your job offer: Sick/Personal Days may include the following:

- ✓ **Sick Days-** If you are not feeling well, you may stay home and get yourself better. Just be sure to call and let your manager know as soon as possible.
- ✓ **Family Sick Leave-** If you have children and must stay home when they are ill or due to babysitting issues, you may use a personal day.
- ✓ **Other:** Sometimes we are required to take care of family matters, legal matters, etc..., if you choose to, you may use a personal day on these occasions.

---

## □ Vacation Time

The Company recognizes the value of rest and relaxation to maintain a positive work environment. We strongly encourage full time employees to use all vested vacation time throughout the year to “recharge your batteries!”

- **Full, salaried, part-time employees:**

- Refer to your job offer with regards to vacation days.

- **All Vacation and Time Off requests must be submitted in writing using the “Time Off” form and pre-approved by top management.** We will do our best to grant your requested time off. However, the scheduling of vacations will be based on and determined by the company’s operational needs and requests of other more senior employees.



## □ Holiday Pay

All regular full time and salaried employees will receive pay for their usual scheduled amount of hours to be worked on the following holidays:

- ✓ **New Years Day**
- ✓ **Memorial Day**
- ✓ **Independence Day**
- ✓ **Labor Day**
- ✓ **Thanksgiving Day**
- ✓ **Christmas Day**

You will only receive holiday pay if the holiday lands on a business day you are normally scheduled to work. If you are not normally scheduled to work on that day, you will not be paid for that holiday.

## □ Jury Duty Pay

The Company does not pay for work days missed due to jury duty service.

---

## □ Employee Benefits

- **Group Insurance (full time and salaried employees only)**

The Company does not offer health care benefits.

- **401k** The Company does offer retirement benefits with up to 3% company match.

- 1. Must be age 21

- 2. Must work 12 months from date of hire AND work 1,000 hours

- 3. Once complete item 1 and 2, the entry dates are January 1 and July 1

- **Workers Compensation**

The Company carries workers compensation insurance coverage as required by law to protect employees who are injured on the job. The cost of this coverage is paid completely by the company.

**If you are injured while working, please report the injury in writing to your immediate supervisor immediately, regardless of how minor the injury may be.** Failure to timely report an injury may jeopardize your rights to certain benefits.



- **Severance Pay**

The Company does not maintain a severance pay policy or provide severance pay to employees who separate from its employ for any reason. Severance pay should therefore not be expected.

- **Disability Insurance**

As an additional benefit, employees are covered under a state disability plan known as SDI. This insurance provides low cost disability protection if illness or injury, not caused by the job, prevents you from working. All employees are eligible for this coverage. No action will be taken against any employee in any manner for requesting or taking any time off as provided for this Section of the Handbook or for testifying in a disability proceeding.

# Employee Relations

## - Copyrights & Patent

The Encore Events team has dedicated and devoted much of its efforts to establishing a reputable company in the event production industry, well known for its innovative creations, performances and services. As an event production company, Encore Events 's greatest asset is its unique and ingenious creations developed by the Encore Events team.

- As an employee, you may have access to the trade secrets, confidential material and proprietary information that make the Company a leader in its industry. In an effort to protect the Company's reputation as well as its exclusive training and performance techniques, every employee is required to ***carefully read and adhere to the confidentiality and business conduct policy*** while they are employed at the Company and consecutively following their termination of employment.
- It is to be understood by all employees that the company reserves full rights and ownerships to all copyrights and patents of ***Encore Events*** developed ideas, services, performances, and pioneering creations.
- Employees are to understand the actions that may be taken against any employee who does not adhere to the confidentiality and business conduct policy.
- Every employee must have a signed copy of the confidentiality and business conduct agreement on file.

**\*Certain employees will be held to a higher standard with regards to non-disclosure, and non-compete, based on their skill level and access to company secrets. The aforementioned wording does not supersede said agreement, and any non-compete/non-disclosure in place.**

## - Progressive Discipline

The progressive discipline system is structured to give you advance notice of problems with conduct or performance in order to provide you an opportunity to correct any problems. Normally, progressive discipline involves verbal counseling and one or more written warnings, before an employee is terminated. The severity of the action taken generally depends upon the nature of the offense and an employee's record.

**The progressive discipline procedure is as follows:**

1. Verbal warning
2. First Written Warning
3. Second Written Warning, which may include suspension
4. Termination

Any or all of these steps may be used based on the conditions, circumstances, nature and severity of the infraction. Exceptions and deviations from this procedure may occur whenever management deems appropriate. Also, employees are reminded that employment is at the mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at-will.



## - Performance Appraisal Procedures

Performance appraisals do not guarantee salary increases. They should be looked upon as a time for mutual discussion and goal setting which *may* warrant a salary increase.

### **Each employee's job performance will be reviewed quarterly:**

- **Quarterly:** A quarterly review will be conducted the first month of each quarter. This evaluation gives the company a chance to evaluate each employee's work effort and areas of improvements. It is a time to set objectives and projects for the upcoming quarter. The review also gives each employee the chance to make suggestions of improvements to be made within the Company.
- **Annually:** The annual review is conducted to evaluate each employee's job performance through the previous year. This review will provide us with an opportunity to note major accomplishments as well as discuss performance problems. A copy of this evaluation will be included in your personnel file.

*The performance appraisal procedure is constructed in a way so that we may all help each other succeed!*



## - Resignation

If you find it necessary to resign, you are requested to give advance notice in writing to Management specifying the last day you will be at work. This date will be considered the effective date of your resignation. Employees who do not give the advanced notice will be ineligible for rehire.

## - Termination Policies

Employees are reminded that employment with the Company is an at-will employment. Either you or the company can terminate the employment relationship at any time.

Upon termination of employment, regardless of the reason for termination, the Company will schedule an exit interview with the employee.

### **The purpose of this interview is:**

- ✓ To allow employees to communicate their views on their work with the Company and the job requirements, operations and training needs.
- ✓ To provide the employee an opportunity to discuss issues concerning benefits and insurance.
- ✓ To return all company-furnished items (ie keys, client files, company equipment).
- ✓ To make arrangements for clearing any outstanding debts with the company.
- ✓ To schedule a time to receive final pay.

## Arbitration

If an employment dispute arises while you are employed at Cranston Media, LLC, you agree to submit any such dispute arising out of your employment or the termination of your employment (including, but not limited to, claims of unlawful termination based on race, gender, age national origin, disability, breach of contract or any other bias prohibited by law) exclusively to binding arbitration under the federal Arbitration Act, 9 U.S.C., Section 1. Similarly, any disputes arising during your employment involving claims of unlawful discrimination or harassment under federal or state statutes shall be submitted exclusively to binding arbitration under the above provisions. This arbitration shall be the exclusive means of resolving any dispute arising out of your employment or termination from employment by Cranston Media, LLC or you, and no other action can be brought by employees in any court or any forum.

By simply accepting or continuing employment with Cranston Media, LLC, you automatically agree that arbitration is the exclusive remedy for all disputes arising out of or related to your employment with [Company] and you agree to waive all rights to a civil court action regarding your employment and the termination of your employment with Cranston Media, LLC; only the arbitrator, and not a judge nor a jury, will decide the dispute.

If you choose to dispute your termination or any other alleged incident during your employment, including but not limited to unlawful discrimination or harassment, you must deliver a written request for arbitration to Cranston Media, LLC within one (1) year from the date of termination, or one (1) year from the date on which the alleged incident(s) or conduct occurred, and respond within fourteen (14) calendar days to each communication regarding the selection of an arbitrator and the scheduling of a hearing. If Cranston Media, LLC does not receive a written request for arbitration from you within one (1) year, or if you do not respond to any communication from Cranston Media, LLC about the arbitration proceedings within fourteen (14) calendar days, you will have waived any right to raise any claims arising out of the termination of your employment with Cranston Media, LLC, or involving claims of unlawful discrimination or harassment, in arbitration and in any court or other forum.

You and Cranston Media, LLC shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by both parties, or as determined by the arbitrator.

### **Acknowledgment of and Agreement with Cranston Media, LLC Arbitration Policy**

This policy is included in the actual Arbitration Agreement you signed upon your acceptance of employment with Cranston Media, LLC.

## **Understood, Agreed & Accepted**

My signature on this document acknowledges that I understand the above Arbitration Policy and agree to abide by its conditions. I also acknowledge that I understand my employment is at-will and may be terminated at any time, with or without reason, by either Cranston Media, LLC or myself. I further agree that, in accordance with Cranston Media, LLC Arbitration Policy, that I will submit any dispute — including but not limited to my termination — arising under or involving my employment with Cranston Media, LLC to binding arbitration within one (1) year from the date the dispute first arose. I agree that arbitration shall be the exclusive forum for resolving all disputes arising out of or involving my employment with Cranston Media, LLC or the termination of that employment. I agree that I will be entitled to legal representation, at my own cost, during arbitration. I further understand that I will be responsible for half of the cost of the arbitrator and any incidental costs of arbitration.

Signatures:

## **BACKGROUND CHECK**

Employee hereby consents to a full background check, including but not limited to, a criminal records check, credit report and employment history.

# Employee Handbook Receipt & At-Will Employee Status Acknowledgement

This is to acknowledge that I have received and read a copy of the *Encore Events* Employee Handbook.

I also understand and agree that:

1. This Handbook sets forth the terms and conditions of my employment as well as rights, duties, responsibilities and obligations of my employment with the company. I understand that it is my responsibility to read and familiarize myself with all of the provisions of the Handbook.
2. Additional information and policies, except for the “Arbitration” provisions of this Handbook, may be implemented from time to time by the Company. I understand that the Company reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook as it deems appropriate in its sole discretion.
3. I am bound to the mandatory arbitration provisions set forth in this Handbook. I understand that by agreeing to arbitration, I am waiving my right to a trial by jury of the matters covered by the “Arbitration” provisions of the Handbook.
4. The Employee Handbook is not an employment agreement or guarantee of employment.
5. I understand that no officer, employee or agent of *Encore Events* is authorized to make any oral statements, agreements, promises, representations or understandings regarding specific period of employment, employment in a specific position, employment at a specific pay rate or changes to the terms of the employment section of this Handbook inconsistent with the contents of this Acknowledgement form.
6. My employment is “at-will” and nothing in this Handbook creates or is intended to create a promise or representation of continued employment. I understand that the foregoing agreement on “at-will” status is the sole and entire agreement between the Company and myself concerning the duration of employment and the circumstances under which my employment may be terminated.
7. I understand that status as an “at-will” employee or any other employment status can only be changed through a written agreement duly authorized and executed by the President of *Encore Events*
8. Furthermore I understand that my signature on this form supersedes all prior agreements, understandings and representations concerning employment with the Company.

---

Signature

---

Printed Name of Employee

---

Date