

# HURST STORES

## EMPLOYMENT AGREEMENT

Your employment with Hurst Stores, Inc. and/or Hurst Company (HS/HC) is on an at-will basis, and is for no stated or definite period. This means that either you or HS/HC are free to end the employment relationship for any reason or no reason, and with or without advance notice, as long as there is no violation of applicable federal or state law.

If you have a written employment contract with HS/HC that contract will continue to apply to your employment relationship with HS/HC. If your written contract with HS/HC provides for your employment on some basis other than at-will, then this at-will provision will **not** modify your contract with HS/HC.

### **Harassment**

If you are aware of any possible harassment or discrimination (whether directed at you or someone else) you are required to immediately report it to HS/HC.

### **Overtime**

You must immediately contact HS/HC if your paycheck does not correctly include all pay or compensation that you believe you are owed. You are responsible for ensuring that your time is complete and accurate, and correctly shows all yours actually worked. While you are required to obtain pre-approval to work overtime hours, any overtime hours actually worked (whether pre-approved or not) must still be reported.

### **Accurate Information**

I represent that all information I provided on any forms or other documents filled out in connection with my employment, and all information provided in any interview, is complete, true and correct. I have withheld nothing that would, if disclosed, affect my employment relationship unfavorably or might lead a reasonable employer to make further inquiry to decide against hiring. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, I may be dismissed.

I understand it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete the Form I-9,

### **Drug Testing**

Cooperation with drug and alcohol testing is a condition of employment and/or continued employment. Drug and alcohol testing is required as part of pre-employment screening and may be required randomly, based on reasonable suspicion or after an on-the-job accident or injury. Failure to submit to screening or failure to reasonably cooperate with screening tests will result in termination of employment. Positive test results may result in discipline up to and including termination of employment.

### **Changes**

No implied, oral or written agreement contrary to the express language of this Agreement are valid unless they are in writing and signed by the President-General Merchandise Manager or Chief Financial Officer of HS/HC, as appropriate. No supervisor or representative of HS/HC, other than the President-General Merchandise Manager has any authority to make any agreements contrary to this agreement for at-will employment. This agreement takes the place of all prior and contemporaneous agreements, representations, and understandings between employee and HS/HC.

*If you have any questions regarding this statement, please call HS/HC at 1-435-673-6143 x 288 before signing. By signing, you acknowledge that you have read and understood this agreement.*

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND AGREEMENT**

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SS#