

**THIS AGREEMENT made the.....day of Month in the year of 2014
BETWEEN**

M/S represented by its Mr
..... s/o..... aged,
having resided at, company/firm registered
at..... vide numbered having its registered office at
..... (hereinafter called the employer) of the one part
and M/S represented by its
Mr s/o..... aged,
having resided at, company/firm registered
at..... vide numbered having its registered office at
..... (hereinafter called the
contractor) of the other part.

WHEREBY IT IS AGREED as follows:

1 .The contractor shall with all standard man power and standard skill and operate Hotel/restaurant/boarding/catering, by whatever name it is called the services of hygienic preparation, maintenance, preservation, supply for the benefit of the customers of M/S Vilasi Delite at (hereinafter called the establishment) and for that purpose shall have full licence and liberty to enter upon and use the kitchen store-room[s] dining-room[s] and other accommodation from time to time appropriated for the above purpose of a Hotel business which hereinafter referred to collectively as the Hotel, and the fixtures fittings equipment and furniture therein specified in the inventory hereto annexed and shall also be entitled to full and free ingress and egress to and from the hotel for the contractor's employees and agents as and so far as shall be necessary for the purposes of this agreement at all times by day and night except when the establishment shall be closed at weekends or for holidays or by reason of strikes or lockouts.

2. The contractor shall supply and serve for consumption in the hotel to all customers of the employer who wish to purchase the same hot and cold [lunches] between the hours of.....and.....daily [and hot and cold non-alcoholic beverages and light refreshments between the hours of.....daily] such [lunches] [beverages and light refreshments] to be in accordance with the specification set out in the first schedule, which is periodically revisable as and necessary hereto. The prices to be charged for the same is to be decided by employer. The investment of all raw materials to run such hotel business is that of employer.

3. The contractor shall accept in lieu of such service through manpower including maintenance of inward and outward accounts, cash maintenance and internal security and cleanliness maintenance manpower a monthly payment of Rs (.....) by cheque/cash with receipt, which is payable 50% monthly before 5th of every calendar month and 50% daily basis. The contractor shall not give cash or permit cash to be given to any person from the daily proceeds of hotel business. Employer is at liberty to check all operations without interfering and having day by day meeting with contractors head only. The contractor should comply and rectify any oral instructions by discussing about any issue that may arise.

4. The contractor shall—

- (1) Provide and collect price fixed for all food beverages refreshments and ingredients used in the preparation of meals for service in the hotel;
- (2) Pay for all gas and electricity used for the hotel as shown by the separate meters installed therein, out of the cash collected in the day today business and account for it;
- (3) Employ and pay an adequate staff for the purpose of preparing and serving meals/tiffen/snacks/any other items of menu as may be decided periodically in the hotel;
- (4) Upon being required in writing by the employer so to do remove any employee of the contractor employed in the hotel who in the opinion of the employer is guilty of behaviour prejudicial to the conduct of the establishment or the interests of the employer;
- (5) Periodically instruct employers to provide and replace as necessary all kitchen utensils and implements and all glass crockery cutlery and linen required for use in the hotel and maintain in good order and repair the fixtures fittings equipment and furniture specified in the second schedule hereto (hereinafter collectively called the employer's equipment);
- (6) At all times maintain high standards of hygiene and general cleanliness in the preparation use handling and service of food beverages utensils and tableware and ensure compliance with all statutory requirements affecting the same or the services to be provided hereunder generally or the state of the hotel premises and keep the hotel in a tidy and orderly state;
- (7) Ensure [by a system of checks or other means to be approved from time to time by the employer] that only employees or officers of the employer or of the contractor or such other persons or classes of persons as the employer shall from time to time notify in writing to the

contractor shall be served with meals beverages or refreshments in the hotel;

(8) Not increase the price of any meals beverages or refreshments to be supplied without employers instructions after having periodical examination of profit and loss and placing any deficiency or loss aspect before employer with reasons for such loss.

(9) Maintain inward and outward register and accounts at each stage and provide material and financial management accounts on daily basis and Maintenance of catering to Party hall/Ice cream parlour.

(10) On the termination of this agreement yield up to the employer the hotel and the employer's equipment in such order and repair as aforesaid.

(11). The contractor shall insure all his employees for any workmens compensation and similar disputes, contractor shall follow all law regarding labour laws of central and state government.

(12). The contractor should verify the bonafide's of employees and their previous historical activities should not be in any way connected with sexual and deliberate psychological crimes. The contractor should ensure employees psychic ability should be on par with normal man.

(13). The contractor through his man power should ensure cleanliness in the entire premises and corridors of Hotel and ensure proper hygienic sprays.

(14). The contractor shall not use any manual scavenging which is prohibited under law, only hydraulic scavenging shall be called for at the cost of employer.

5. The employer shall

(1) Pay all rates taxes assessments and outgoings imposed or charged upon or in respect of the hotel other than charges for gas and electricity consumed therein as shown by the said separate meters (which shall be paid by contractor and accounted in employers account);

(2) Employ a competent watchman or watchmen (or make such other security arrangements as the employer shall in its discretion from time to time decide) for the protection of the hotel at all times when the establishment shall be closed;

(3) Not itself carry on or permit or suffer any other person to carry on any catering business within the establishment;

(4) Both mutually consult on daily basis with such information as may be necessary from time to time to identify the suspected attitudes of customers who may be danger to the safety of general public.

(5) Shall supply all groceries, cleaning materials as may be provided by the contractor on daily or weekly basis.

(6) Shall pay one month payment as advance, which is adjustable at the end of assignment.

6. The employer and the contractor shall appoint a joint hotel committee consisting of not more than [two] representatives of each party [or as maybe agreed] (which shall meet once every [week/month] at least, and additionally if either party shall request a special meeting giving [two] days' notice thereof) to consider and so far as possible settle all matters arising (whether by way of complaint or otherwise) concerning standards of food or service the choice of dishes or refreshments to be supplied the prices to be charged or any other aspect of the services to be provided by the contractor hereunder. The said committee shall have power on behalf of the parties respectively to agree minor variations of the specification contained in the first schedule hereto and such variations shall be confirmed in writing signed on behalf of both parties and thereupon the schedule hereto shall be treated as varied accordingly.

7. Both parties should equally responsible if any dispute arises as to quality of food dispute before consumer forum. In case of any negligence disputes and prosecutions only contractor is liable.

8. For all purpose the employees employed by the contractor shall be the employees of contractor and no such employment agreement is binding on the employer.

9. For any purpose contractor shall not employ child below 15 years of age or any employee having spreadable disease shall be allowed inside the hotel either for any service. The periodical health records of employee shall be the responsibility of contractor.

10. Either party may at any time determine this agreement by giving to the other party [three] months' notice in writing.

IN WITNESS etc.

FIRST SCHEDULE

[Specification of meals [beverages and light refreshments] to be supplied and prices at which they are to be supplied initially]

SECOND SCHEDULE

[Inventory of employer's fixtures, fittings, equipment and furniture]

[Signatures on behalf of both parties]