
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant To Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) October 11, 2005

Central Garden & Pet Company

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-20242
(Commission File
Number)

68-0275553
(IRS Employer
Identification No.)

1340 Treat Boulevard, Suite 600, Walnut Creek, California
(Address of principal executive offices)

94597
(Zip Code)

Registrant's telephone number, including area code (925) 948-4000

(Former name or former address if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4[©] under the Exchange Act (17 CFR 240.13e-4[©])
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Item 1.01 Entry into a Material Definitive Agreement

On October 11, 2005, the Compensation Committee of the Board of Directors of Central Garden & Pet Company (the “Company”) approved an amendment to the Company’s non-employee director compensation arrangements. Effective retroactively as of October 1, 2005, members of the Board of Directors who are not employees of the Company will be paid directors’ fees consisting of \$25,000 per year and \$1,200 for each Board meeting attended. In addition, non-employee directors who attend meetings of the Audit Committee or Compensation Committee will receive \$1,200 for each meeting not held on the same day as a Board meeting and the chairs of the Audit Committee and the Compensation Committee will receive annual retainer fees of \$12,000. Each non-employee director will receive \$500 for his participation in each telephonic meeting of the Board of Directors, the Audit Committee or the Compensation Committee. The Company will pay non-employee directors \$1,000 for each day spent attending subsidiary and division management meetings and conducting plant and facility visits.

Item 9.01 Financial Statements and Exhibits**(d) Exhibits**

- 10.1 Form of Agreement to Protect Confidential Information, Intellectual Property and Business Relationships
- 10.2 Form of Post-Termination Consulting Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENTRAL GARDEN & PET COMPANY

By: /s/ Glenn W. Novotny
Glenn W. Novotny
Chief Executive Officer and President

Dated: October 14, 2005

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Agreement to Protect Confidential Information, Intellectual Property and Business Relationships
10.2	Form of Post-Termination Consulting Agreement

**AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION,
INTELLECTUAL PROPERTY AND BUSINESS RELATIONSHIPS**

I RECOGNIZE that during my employment as a key executive with Central Garden and Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called "the Company"), I will have access to Company Confidential Information as defined below and the Company's valuable competitive information and business relationships.

I RECOGNIZE that my employment in certain capacities with a competitor would involve the use or disclosure of Company Confidential Information and/or competitive information and business relationships of the Company.

THEREFORE, in consideration for the attached Executive Employment Agreement and to prevent the use or disclosure of Company Confidential Information, and to protect the valuable competitive information and business relationships of the Company, I agree to the following:

1. For _____ months after the termination of my employment with the Company and/or any post-termination consulting agreement with the Company, I will not directly or indirectly, in any capacity whatsoever (other than as the holder of not more than one percent (1%) of the total outstanding stock of a publicly held company), (1) engage in or prepare to engage in developing, producing, marketing, distributing or selling lawn, garden or pet related products for the business entities listed on Exhibit 1 or their successors (collectively called "Key Competitors") and/or (2) engage in or prepare to engage in developing, producing, marketing, distributing or selling lawn, garden or pet related products for any business entity if that activity in any way involves the use or disclosure of Company Confidential Information. I understand and agree that the _____ Key Competitors listed on Exhibit 1, which is incorporated herein by reference, may be periodically updated by the Company providing me with a written revision of Exhibit 1; however, in no case shall the number of Key Competitors designated on Exhibit 1 be increased to exceed _____ Key Competitors.

2. For _____ months after the termination of my employment with the Company and/or any post-termination consulting agreement with the Company, I will not render executive, managerial, market research, advice or consulting services, either directly or indirectly, to any business engaged in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden or pet related products in the geographic markets for which I acquired Company Confidential Information about the Company's customers or strategies or for which I developed business relations on behalf of the Company or for which I had responsibility while employed by the Company. This paragraph shall apply in those jurisdictions where restrictions such as contained in this paragraph are enforceable.

3. For _____ months after the termination of my employment with the Company and/or any post-termination consulting agreement with the Company, I will not solicit or service, directly or indirectly, any customer I solicited or serviced while in the employ or

service of the Company. This paragraph shall apply in those jurisdictions where restrictions such as contained in this paragraph are enforceable.

4. For _____ months after the termination of my employment with the Company and/or any post-termination consulting agreement with the Company, I will not divert or attempt to divert any business or customers from the Company using Company Confidential Information.

5. For _____ months after the termination of my employment with the Company and/or any post-termination consulting agreement with the Company, I will not recruit, solicit or induce, or attempt to recruit, solicit or induce, any employee of the Company to terminate their employment with the Company or otherwise cease their relationship with the Company.

6. For _____ months after the termination of my employment with the Company and/or any post-termination consulting agreement with the Company before I accept employment with any person or organization that is engage in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden or pet related products, I agree (1) to advise that prospective employer about the existence of this Agreement; (2) to provide that potential employer a copy of this Agreement; and (3) to advise the Company's Vice President of Human Resources in writing, within five (5) business days, to whom I have provided a copy of this Agreement.

7. If any restriction set forth in this agreement is found by a court to be unenforceable for any reason, the court is empowered and directed to interpret the restriction to extend only so broadly as to be enforceable in that jurisdiction.

8. "Company Confidential Information" as used in this Agreement refers to the Company's confidential, proprietary and trade secret information including but not limited to information and strategy relating to the Company's product, processes and services including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries; product development plans; business, acquisition and financial plans and forecasts; and marketing and sales plans and forecasts.

9. I understand that the restrictions contained in this Agreement are necessary and reasonable for the protection of the Company's business, goodwill and its Company Confidential Information. I understand that any breach of this Agreement will cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, including the return of consideration paid for this Agreement, I agree that the Company shall have the right to seek specific performance and injunctive relief. Any business entity that employes me in a capacity in which I violate this agreement shall be liable for damages and injunctive relief.

10. Courts should treat each numbered paragraph as a separate and severable contractual obligation intended to protect the legitimate interests of the Company and to which I intend to be bound.

11. I agree that the Company's determination not to enforce this or similar agreements as to specific violations shall not operate as a waiver or release of my obligations under this Agreement.

12. This Agreement is in addition to any fiduciary duty and obligation that may exist under statutory or common law .

13. This Agreement constitutes the entire understanding of the parties on the subjects covered. It cannot be modified or waived except in a writing signed by Executive and the Chief Executive Officer or Chairman of the Company.

AGREED AND ACCEPTED BY:

[Executive]

Date

For Central Garden & Pet Company

Date

POST TERMINATION CONSULTING AGREEMENT

This Agreement is made this _____ day of _____, 20____ (the "Effective Date") by and between Central Garden & Pet Company and/or any of its wholly owned subsidiaries (collectively called "the Company") and _____, (the "Executive").

Executive recognizes that in his capacity as a key executive with the Company he provides unique services that will be exceedingly difficult to replace after termination of his employment

Executive recognizes that the Company desires continued access to Executive's unique services, knowledge and a reasonable transition after the termination of Executive's employment

Executive recognizes that he has been provided adequate consideration for entering into this Consulting Agreement.

THEREFORE, in consideration for the Executive Employment Agreement and the additional consideration provided herein, Executive and the Company agree to the following:

1. Consulting Services. Executive will provide continuing strategic advice and counsel related to the business issues and projects Executive was involved in while employed by the Company ("Consulting Services") Executive will be available to provide approximately _____ hours of such Consulting Services per month in a manner that will not unduly interfere with any other employment Executive's may then have.
2. Term of Agreement. Executive will provide Consulting Services effective upon termination of Executive's employment with the Company and continuing thereafter for a period of _____ months. ("Term of Agreement")
3. Compensation. In addition to the consideration provided by the Executive Employment Agreement mentioned above, Executive shall be paid _____ dollars per month during the Term of Agreement ("Consulting Fee"). This Consulting Fee will be adjusted upward by three percent (3%) annually on the anniversary of this Agreement.
4. Expenses. Executive will be reimbursed by the Company for all expenses necessarily incurred in the performance of this Agreement.
5. Termination. Notwithstanding the Term of Agreement specified above, this Agreement shall terminate under any of the following circumstances: (a) in the event Executive dies, this Agreement shall terminate immediately; (b) if Executive, due to physical or mental illness, becomes disabled so as to be unable to perform the services called for under this Agreement, either the Company or Executive may by written notice terminate the consulting relationship as of the last day of the calendar month during which such notice is given; (c) the parties may terminate this Agreement by mutual written agreement.

6. Non-Competition. Executive acknowledges and agrees that during the term of the Agreement he will not render executive, managerial, market research, advise or consulting services, either directly or indirectly, to any business engaged in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden or pet related products or which would otherwise conflict with his obligations to the Company.

7. Confidential Information or Materials. During the Term of Agreement, Executive will have access to the Company's confidential, proprietary and trade secret information including but not limited to information and strategy relating to the Company's products and services including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries; product development plans; business, acquisition and financial plans and forecasts and marketing and sales plans and forecasts (collectively called "Company Confidential Information") Executive will not, during the Term of Agreement or thereafter, directly or indirectly disclose to any other person or entity, or use for Executive's own benefit or for the benefit of others besides Company, any Company Confidential Information. Upon termination of this Agreement, Executive agrees to promptly return all Company Confidential Information.

8. Remedies. Executive understands and acknowledges that Company's remedies at law for any material breach of this Agreement by Executive are inadequate and that any such breach will cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, including the return of consideration paid for this Agreement, Executive agrees that the Company shall have the right to seek specific performance and injunctive relief. It is also expressly agreed that, in the event of such a breach, Company shall also be entitled to recover all of its costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder.

9. Independent Contractor Status. For all purposes, Executive shall be deemed to be an independent contractor, and not an employee or agent of the Company. Accordingly, Executive shall not be entitled to any rights or benefits to which any employee of Company may be entitled.

10. No Authority to Bind Company. Executive will not have any authority to commit or bind Company to any contractual or financial obligations without the Company's prior written consent.

11. Assignment. This is a personal services agreement and Executive may not assign this Agreement, or any interest herein, without the prior written consent of the Company.

12. Entire Agreement. This Agreement constitutes the entire understanding of the parties on the subjects covered. It cannot be modified or waived except in a writing signed by me and the Chief Executive Officer or Chairman of the Company

13. Agreement Enforceable to Full Extent Possible. If any restriction set forth in this agreement is found by a court to be unenforceable for any reason, the court is empowered

and directed to interpret the restriction to extend only so broadly as to be enforceable in that jurisdiction.

The parties agree to each of the terms and conditions set forth above.

Dated: _____

[Executive]

Dated: _____

By: _____

Title: _____

for Central Garden & Pet Company