

EMPLOYMENT AGREEMENT

State of _____[Jurisdiction]
County of _____[name of county]

This Agreement is made by and between _____[name of employee] (“Employee”) and [name of employer] (“Employer”). This Agreement is made on _____[date of agreement].

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

I. DEFINITIONS

1.1. _____[Definition of terms].

II. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

2.1. The purpose of this Agreement is to employ Employee for the express purpose of _____
[INSERT JOB RESPONSIBILITIES/JOB DESCRIPTION]. The Employee is entitled to the rights and privileges detailed in this Agreement and to no other privileges.

The Employee shall be entitled to a commission as provided for Schedule [designation of schedule] of this Agreement.

The Employee shall not be entitled to a commission as stated in this Agreement.

2.2. The Employee will be paid in accordance with Schedule _____[designation of schedule], attached to this contract and incorporated herein.

2.3. The Employee has no authority to act for or on behalf of the Employer except as provided for in this Agreement. No other authority, power, or use is granted or implied.

2.4. The Employee may not make, revise, alter, or otherwise diverge from the terms, conditions, prices, or policies furnished to Employee by Employer.

2.5. The Employee may not incur any debt, obligation, expense, or other liability of any kind against the Employer without the Employer's express prior and written permission.

2.6. The Employee may not receive any money owed to the Employer for any sales or other consideration without the express written permission of the Employer.

III. DUTIES OF THE EMPLOYEE AND TERM OF THE AGREEMENT

3.1. The term of the Agreement shall be for _____ **[number of months/years]** from the date the Agreement is signed by all of the parties unless terminated sooner by the parties as provided below.

3.2. If, after the term of the Agreement has expired, the parties do not end the employee-employer relationship, the Agreement shall be renewed and shall continue in effect until one of the parties notifies the other in writing of its termination. The termination letter must give 30 days' written notice to the other party.

3.3. Termination may be by agreement, on 30 days' written notice pursuant to Provision 3.2 above, or on the breach of this Agreement by the Employee. The breach of this Agreement includes but is not limited to, a violation of the Employer's rules or policies, a breach of the non-competition agreement contained in this Agreement, the making of misrepresentation or false statements by the Employee, nonperformance of the Employee's duties, death of the Employee, or the occurrence of a conflict of interest between the Employee and the Employer.

(a) A decision by the Employer to terminate this Agreement shall be without prejudice to any other remedy to which the Employer may be entitled either at law or in equity or under this Agreement.

(b) The Employer may also have the right to declare this Agreement void and terminate the employment contract in the event that the Employer files a petition in bankruptcy court or is adjudicated bankrupt, has a receiver appointed of its assets, or makes a general assignment of its assets for the benefit of its creditors.

(c) If the Employer discontinues the business operation in which the Employee is employed, the Employer may terminate the Employee's employment on **[number of weeks]** weeks' prior notice, and in such event, the Employer will have no further obligations or liabilities under this Agreement and the Employee will be released from the restrictions contained in Section V.

3.4. If the Employee becomes permanently disabled because of sickness, physical or mental disability, or for any other reason so that it reasonably appears that the Employee will be unable to perform the Employee's duties under this Agreement, the Employer shall have the option to terminate this Agreement immediately by giving written notice of the termination to the Employee. The termination shall be without prejudice to any other right or remedy to which the Employer may be entitled either in law or in equity or under this Agreement.

3.5. Effect of Termination on Compensation.

In the event of termination of this Agreement prior to the completion of the term of employment specified above, the Employee shall be entitled to the compensation earned prior to the date of termination as provided for in Schedule _____ **[designation of schedule]**.

3.6. In the event of termination of this Agreement prior to the completion of the specified term, the Employee shall automatically and completely forever forfeit any rights the Employee may have in any bonus, incentive plan, or Employer benefit or pension plan, if any, established by the Employer.

3.7. Damages for Breach of Contract.

In the event of a breach of this Agreement by the Employee, the Employer may recover from the Employee any and all damages that the Employer may sustain as a result of the breach of this Agreement. This includes the Employer's legal fees.

3.8. Payment of Monies Due to a Deceased Employee.

If the Employee dies prior to the expiration of the term of the Agreement, any monies that may be due to the Employee under this Agreement shall be paid to the Employee's executors, administrators, heirs, personal representatives, successors or assigns.

3.9. The Employee represents and warrants to the Employer that the Employee is not under any impediment, restraint, or disability that would prohibit, hinder, or impair the Employee's working ability or relationship with the Employer. The Employee further represents that the Employee is under no prior restrictive trade covenant agreement or other legal restraint that would cause a breach of this agreement if the Employee becomes an employee of the Employer. Further, the Employee represents that the Employer will not violate any prior employment contract or restrictive trade agreement by hiring the Employee.

3.10. Duties.

The Employer hereby hires the employee to _____ **[Description of duties]**. The Employee agrees to provide prompt, courteous, efficient, and professional efforts to promote the work assigned by the Employer and covered by this Agreement.

3.11. The Employee at all times during the performance of this Agreement shall strictly adhere to and obey all the rules and regulations now in effect or subsequently promulgated by the Employer.

3.12. (a) The employment of the Employee shall continue only so long as services rendered by the Employee are satisfactory to the Employer, regardless of any other provision contained in this Agreement. The Employer shall be the sole judge as to whether the services of the Employee are satisfactory.

(b) The Employer may discharge the Employee at any time for fraudulent, disloyal, or dishonest acts, incompetence, insubordination, gross negligence or gross misconduct, chronic and continued alcohol or drug abuse, any violation of any express direction or any reasonable rule, regulation policy or procedure established by the Employer from time-to-time regarding the conduct of its business, a conviction of or plea of no contest to any felony or any misdemeanor involving fraud, embezzlement, or any violation by the Employee of the terms and conditions of this Agreement. In any such event, the Employer will have no further obligations or liabilities under this Agreement after the date of such discharge.

3.13. In addition to the foregoing, the Employee shall perform such other work as may be assigned, subject to the instruction, direction, and control of the Employer, provided only that any such additional duties shall be covered by the compensation schedule reflected in this Agreement.

3.14. The Employer shall have the right at any time during this Agreement to assign the Employee, in the discretion of the Employer, to perform duties different in any manner whatsoever from the duties originally assigned and specified above.

3.15. The Employee shall devote the Employee's entire time, ability, and attention to the business of the Employer during the term of this contract. The Employee shall not directly or indirectly render any services to any business or to any other person or organization, or be involved in any business or commercial or professional venture of any nature, whether for compensation or otherwise, without the prior written consent of the Employer.

IV. COMPENSATION

4.1. In consideration of the Employee's efforts, the Employer agrees to pay to the Employee: _____ **[Terms of compensation]**.

4.2. The Employer agrees to pay the Employee on the following schedule: _____ **[Designation of schedule]**.

4.3. The Employer shall deduct from the Employee's compensation all applicable local, state, federal, or foreign taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.

4.4. Throughout the term of this Agreement and as long as they are kept in force by the Employer, the Employee will be entitled to participate in and receive the benefits of any profit sharing or retirement plans and any health, life, accident, or disability insurance plans or programs made available to other similarly situated employees of the Employer.

4.5. The Employee will be entitled to _____ **[number of days]** days' paid vacation during each year of the term of this Agreement.

4.6. The Employer will reimburse the Employee for all reasonable expenses incurred by the Employee in connection with the performance of the Employee's duties under this Agreement upon receipt of receipts therefore and in accordance with the Employer's regular reimbursement procedures and practices in effect from time-to-time.

V. CONFIDENTIALITY AND NONSOLICITATION

5.1. The Employee expressly agrees that the Employee will not use for the Employee's own benefit or disclose to any person any information, including confidential information, of the Employer, obtained or learned while acting as an employee for the Employer, without the prior written consent of Employer.

5.2. The parties hereby agree and acknowledge that the Employer has spent considerable sums of money and time in developing good customer contact and rapport and that the client list or customer list developed by the Employer is worth a considerable amount of money and therefore is a benefit which the Employer seeks to protect. Such protection is hereby agreed upon and acknowledged by both parties as being reasonable consideration for establishing this restrictive covenant.

5.3. The parties hereby agree that it may be difficult or impracticable to calculate or ascertain actually or definitely the damages that the Employer may suffer if a breach of this provision is caused by the Employee. Accordingly, the parties agree to the sum of \$_____ **[dollar amount of liquidated damages]** as liquidated damages for a breach of this provision, together with reasonable attorney's fees required to enforce this Agreement. The Employer may also resort, without prejudice to this liquidated damages provision, to any other appropriate legal remedy, by injunction or otherwise. If any of the foregoing restrictions in this provision are held to be invalid, they shall be deemed to be severable and shall not defeat the remaining provisions in this Agreement.

5.4. Property Rights of the Employer.

The Employee recognizes that the business interests of the Employer require a confidential relationship between the Employer and its employees, and the fullest protection and confidential treatment of its trade secrets, customer list, know-how, products, and other business knowledge developed, conceived, and learned by the Employee during the course of employment. Accordingly, the Employee agrees that, during the term of employment with the Employer, the Employee will keep secret and confidential all such information, trade secrets, products, know-how, and customer lists and will not use the same to aid the Employee or others, either directly or indirectly. The Employee further agrees that, on termination of this Agreement, the Employee will surrender to the Employer all papers, formulas, information documents, writings, and other properties in the Employee's possession relating to the Employer's business, including both originals and any copies of such material. The Employee also agrees that Employee will not withhold any such documentation from the Employer. All customer lists, all records of the accounts of customers, and other records and books relating in any manner whatsoever to the customers and prospective customers of Employer shall be the exclusive property of Employer. All such books, records, and catalogs shall be immediately returned by the Employee to the Employer upon

the termination of this Agreement. The Employee shall also return to the Employer any and all identification cards, credit cards, business documents, or other documents, if any, to the Employer upon the termination of this Agreement.

5.5. The Employee acknowledges that the restrictions contained in the foregoing paragraphs, in view of the nature of the business in which the Employer is engaged, are reasonable and necessary in order to protect the legitimate interests of the Employer and that any violation of the restrictions would result in irreparable injuries to Employer, and the Employee, therefore, acknowledges that, in the event of a violation of any of these restrictions, the Employer will be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as damages and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights will be cumulative and in addition to any other rights or remedies to which the Employer may be entitled. If any period of time specified in the foregoing paragraphs should be adjudged unreasonable in any proceeding then the period of time will be reduced by such number of months so that the restriction may be enforced for such time as is adjudged to be reasonable.

5.6. Soliciting Customers After Termination of This Agreement.

The Employee shall not, for a period of one year immediately following the termination of this Agreement, regardless of the reasons or cause for the termination and regardless of the party causing the termination, either directly or indirectly:

(a) make known to any person, firm, or corporation the names and addresses of any of the customers of the Employer or any other information pertaining to them; or

(b) call on, solicit, or take away, or attempt to call on, solicit, or take away any of the customers of the Employer on whom the Employee called or with whom the Employee became acquainted during the term of the Agreement either for the Employee's benefit or for any other person or entity.

VI. GENERAL AND ADMINISTRATIVE PROVISIONS

6.1. Parties Bound.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.2. Assignment.

The Employee shall have no right to transfer or assign the Employee's interest in this Agreement without the prior written consent of the Employer.

6.3. Corporate Authority.

If any party to this Agreement is a legal entity (partnership, corporation, and/or trust), that party represents to the other that this Agreement, the transaction contemplated in this Agreement, and its execution and delivery, have been duly authorized by all necessary partnership, corporate, or trust proceedings and actions, including without limitation action on the part of the directors, if the party is a corporation. Certified copies of the corporate or other resolutions authorizing this transaction shall be delivered at execution.

6.4. Time limits.

Time is of the essence in this Agreement, and all time limits shall be strictly construed and rigidly enforced.

6.5. No Waiver.

A failure or delay in the enforcement of the rights detailed in this Agreement by the Employer shall not constitute a waiver of those rights or be considered a basis for estoppel. The Employer may exercise its rights under this Agreement despite any delay or failure to enforce those rights.

6.6. Dispute or Contest.

In the unlikely event that a dispute occurs or an action in law or equity arises out of the operation, construction, or interpretation of this Agreement, the Employee shall bear the expense of the attorney's fees and costs incurred by the Employer in the action.

6.7. Paragraph Headings.

The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect whatever.

6.8. Use of Pronouns.

The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, individuals, or groups of individuals, or to females as well as males shall in all instances be assumed as though in each case fully expressed.

6.9. _____[STATE JURISDICTION] Law. This Agreement shall be subject to and governed by the laws of the State of _____[STATE JURISDICTION]. Any and all obligations or payments are due and payable in _____[name of city], _____[name of county], _____[STATE JURISDICTION].

6.10. Severability.

If any provision of this agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision of

this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which other provisions shall remain in full force and effect unless the removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

6.11. Entire Agreement.

This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

6.12. Claims.

All claims of the Employee for compensation owed will be waived by the Employee if not claimed within 30 days from the date of the termination of this Agreement.

6.13. Damages.

In the event of a breach of this Agreement by the Employee resulting in damages to the Employer, the Employer may recover from the Employee such damages as the Employer has sustained.

VII. SIGNATURES

SIGNED, accepted, and agreed to on **[date of agreement]**, by the undersigned parties who hereby acknowledge that they have read and understood this Agreement and the Attachments thereto, and that they execute this legal document voluntarily and of their own free will.

[Name of employer]

[Name of employee]