

EMPLOYMENT AGREEMENT

State of: [STATE]

This Employment Agreement ("Agreement") is entered into on the [INSERT DATE] between:

[INSERT EMPLOYER NAME] located at [INSERT ADDRESS] ("Employer") and

[INSERT EMPLOYEE NAME] located at [INSERT ADDRESS] ("Employee")

Employment

1. Employer shall employ Employee as a [JOB TITLE] on a [full time OR part time] basis under this Agreement. In this capacity, Employee shall have the following duties and undertake the following responsibilities:
 - a. [INSERT RESPONSIBILITY]
 - b. [INSERT RESPONSIBILITY]
 - c. [INSERT RESPONSIBILITY]
2. Employee shall perform such other duties as are customarily performed by another person's in similar positions, including other duties as may arise from time to time and as may be assigned.

Performance of Duties

3. Employee shall perform assigned duties and responsibilities in a professional manner, in goods faith, and to the best of the Employee's skills, abilities, talents and experiences.

Term

4. [Fixed term: Employee's employment under this Agreement shall begin on [DATE] and will terminate on [DATE].] OR
[At will: Employee's employment under this Agreement shall begin on [DATE] and be for an unspecified term on an "at will" basis].
5. Probation Period:
[Employee's probation period shall be [INSERT MONTHS/WEEKS], starting from the first day of Employee's employment. In the event that Employee fails to pass the probation period, Employer may terminate this Agreement immediately by giving notice to Employee.] OR
[There is no probation period for the Employee.]

Compensation

6. Base Salary:
As compensation for the services provided by the Employee under this Agreement, Employer will pay Employee \$[AMOUNT] [per hour OR per week OR per month OR per year]. The amount will be paid to the Employee:
 - a. Once a week on the [DAY] day of each week OR
 - b. Once a month on the [DAY] of each month OR
 - c. Twice a month on the [DAY] of each month OR
 - d. [OTHER]

Employer shall deduct or withhold any and all federal income and social security taxes and state or local taxes as required by law.

7. Overtime:

[Employee shall receive overtime compensation of \$[AMOUNT/hr.] per hour for each hour worked [beyond [HOURS] in a day] **AND/OR** [beyond [HOURS] in a week]. **OR**

[Employee shall not receive overtime compensation for services performed as a salaried or exempt employee.]

8. Additional Compensation:

[Employee shall be entitled to commission on the following basis: [INSERT INFORMATION].

[Employee shall also be entitled to additional compensation for services rendered under this Agreement on the following basis: [INSERT INFORMATION].

Any additional compensation or bonuses paid to Employee shall be paid at the sole discretion of Employer.

Expenses

9. [Employee will not be reimbursed for out-of-pocket expenses] **OR** [Employer will reimburse Employee for the following reasonable out-of-pocket expenses incurred in furthering Employer's businesses, after Employee provides an itemized account of expenditures pursuant to Employer policy: [INSERT ALL THAT APPLY]

- a. [entertainment];
- b. [travel];
- c. [meals];
- d. [mobile phone];
- e. [other].]

Work Location

10. Employee will primarily perform their employment duties at [LOCATION] between the hours of [HOURS] and [DAYS OF WEEK].

Employee Benefits [INSERT THOSE THAT APPLY]

- 11. Both parties will comply with Employer policy regarding employee benefits or as required by law.
- 12. Paid Time Off:
 - a. Employee shall be entitled to paid time off [INSERT DETAILS OF PAID TIME OFF].
- 13. Sick Leave:
 - a. Employee shall be entitled to paid sick leave of up to [DAYS] a year.
- 14. Personal Leave:
 - a. Employee shall be entitled to paid personal leave of up to [DAYS] days per year.
- 15. Other:
 - a. [ENTER ANY OTHER BENEFITS].

Disability

- 16. If Employee cannot perform assigned duties because of illness or incapacity for more than [DAYS] days, compensation due during such illness or capacity will be reduced by [INSERT REDUCTION]. Full compensation will be reinstated upon Employees return to work.

Non-Compete

17. Employee agrees and covenants [during the term of this Agreement **OR** for a period of [MONTHS] months following the voluntary or involuntary termination of Employee's employment], not to: [INSERT THOSE THAT APPLY]
- a. [Provide goods or services which directly or indirectly compete with Company];
 - b. [Invest either directly or indirectly in a business that directly or indirectly competes with Company];
 - c. [Solicit Company employees to leave their employment];
 - d. [Engage in any other activities that result in injury to Company];
 - e. [Other].

Company

18. [Employee will not be exposed to confidential information **OR** Employee will be exposed to confidential information].

19. Confidential and Proprietary Information:

- a. In the course of employment, Employee will be exposed to confidential and proprietary information of Employer. Confidential and proprietary information shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, design, process, procedure, formula, or improvement, which Employer considers confidential and proprietary. Employee acknowledges and agrees that the confidential and proprietary information is valuable property of Employer, developed over a long period of time at substantial expense and that it is worthy of protection.

20. Confidentiality Obligations

- a. Except as otherwise expressly permitted in this Agreement, Employee shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities or with Employer's prior written consent.

21. Rights in Confidential and Proprietary Information

- a. All ideas, concepts, work product, information, written material or other confidential and proprietary information disclosed to Employee by Employer:
 - i. are and shall remain the sole and exclusive property of Employer; and
 - ii. are disclosed or permitted to be acquired by Employee solely in reliance on Employee's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of Employer's business. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest or title in, to or under the confidential and proprietary information to Employee.

22. Irreparable Harm

- a. Employee acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy.
- b. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Employer shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information.
- c. Employer shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by Employer under this Section, Employer shall be entitled to recover its attorney's fees and costs from Employee.

Ownership of Work Product

23. The Parties agree that all work product, information or other materials created and developed by Employee in connection with the performance of duties and responsibilities under this Agreement and any resulting intellectual property rights are the sole and exclusive property of Employer.

Termination

24. This Agreement may be terminated immediately by Employer for cause or in the event Employee violates any provision of this Agreement.

25. In addition, the Employer may terminate this Agreement and Employee's employment: [INSERT ONE]

- a. [at any time and for any reason in accordance with applicable local, state, and federal labor laws] OR
- b. [at any time by giving [DAYS] days' notice in writing to the Employee. During the notice period, Employee and Employer agree to continue diligently fulfilling their duties and obligations in good faith with best efforts.]

26. The Employee may terminate this Agreement and their employment [INSERT ONE]

- a. [at any time by giving [DAYS] days' notice in writing to Employer] OR
- b. [at any time and for any reason in accordance with applicable local, state, and federal labor laws. During the notice period, the Employee and Employer agree to continue diligently fulfilling their duties and obligations in good faith with best efforts.]

27. Severance

- a. [If Employees employment is terminated other than for cause, Employee shall be entitled to severance in the amount of [AMOUNT]. OR [Employee is not entitled to severance]
- b. At the time of termination, Employee agrees to return all Employer property, including but not limited to computers, cell-phones, and any other electronic devices. Employee shall reimburse Employer for any Employer property lost or damaged in an amount equal to the market price of such property.
- c. The rights and obligations of the Parties set forth in [non-compete OR confidentiality], Ownership of Work Product, Termination, and Miscellaneous are intended to survive termination, and will survive termination of this Agreement.

Authority to Contract

28. Employee acknowledges and agrees that Employee does not have authority to enter into any binding contracts or commitments for or on behalf of Employer without first obtaining a prior written consent of Employer.

Governing Law

29. This Agreement is to be construed in accordance with and governed by the internal laws of the State of [STATE].

Entire Agreement

30. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom.

31. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

Waiver

32. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Further Assurance

33. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to give effect the terms of this Agreement.

Severability

34. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

No Assignment

35. The interests of Employee are personal to Employee and cannot be assigned.

**IN WITNESS WHEREOF, THE AGREEMENT HAS BEEN EXECUTED AND DELIVERED AS OF THE DATE
FIRST WRITTEN ABOVE.**

SIGNATURES

Employer Signature

Employer Full Name

Employee Signature

Employee Full Name