

[INSERT NAME OF COMPANY]

Employment Agreement

This Agreement, entered into by and between the Employer [COMPANY NAME AND ADDRESS] and the Employee, whose name and address are stated below, becomes binding on the parties on the last date stated below. Terms and conditions are understood and agreed to as set forth herein.

For good and valuable consideration, Employer employs Employee on the following terms and conditions:

1. *Term of Employment.* Subject to the provisions for termination set forth below, this agreement will begin on [INSERT DATE], and will continue until terminated pursuant to the terms and conditions set forth herein.

2. *Compensation.* Employer shall pay Employee compensation of [INSERT PAY RATE], for the services of the Employee, payable on Employer's regular payroll periods, [INSERT PAYROLL RECONCILIATION DATE].

3. *Duties and Position.* Employer hires Employee in the capacity of [INSERT GENERAL JOB DESCRIPTION]. Duties will include, but will not be limited to, [INSERT DESCRIPTION OF JOB DUTIES]. Employee's duties may be reasonably modified from time to time at Employer's sole discretion.

4. *Employer's Business Hours.* Employer's usual business hours are generally [INSERT BUSINESS HOURS]. Accommodating the needs of Employer's clients will sometimes require Employee to engage in additional hours of work.

5. *Confidentiality of Proprietary Information.* Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should Employee reveal or threaten to reveal this information, Employer shall be entitled to an injunction restraining Employee from disclosing same, or from rendering any services to any entity or person to whom information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and Employer may pursue any other remedies it has against Employee for a breach or threatened breach of this condition, including the recovery of damages from Employee, including loss of profit, consequential and incidental damages, and the actual attorney fees incurred in pursuing said remedies.

6. *Employer's Clients.* Employee acknowledges that Employer may develop a substantial body of clients for whom it provides services. Employee agrees that these clients will remain Employer's clients after termination of his employment. Should Employee solicit or threaten to solicit Employer's clients for his own benefit, Employer shall be entitled to an injunctions restraining Employee from such solicitation, or from rendering any

services to any client of Employer. The right to secure an injunction is not exclusive, and Employer may pursue any other remedies it has against Employee for a breach or threatened breach of this condition, including the recovery of damages from Employee, including loss of profit, consequential and incidental damages, and reasonable costs and attorney fees incurred in pursuing necessary remedies.

7. *Reimbursement of Expenses.* As authorized by Employer, [INSERT DESCRIPTION OF ALLOWED EMPLOYEE EXPENSES]. These allowances may be modified from time to time by both parties.

8. *Benefits.* Employee recognizes that Employer will provide no benefits (such as sick leave, health insurance, pension, etc.) other than the wages described above. [IF BENEFITS ARE USED OR ALLOWED, DELETE THIS CLAUSE AND USE PROPER HR FORMS, OR REFERENCE TO THEM FROM THIS CLAUSE SPECIFICALLY]

9. *Termination of Agreement.* Employee is strictly an “at will” employee. Without cause, Employer may terminate this agreement at any time upon 0 days written notice to Employee. Employee may terminate employment upon 14 days’ written notice to Employer. Employee will be required to perform his or her duties after notifying Employer of termination and will be paid the regular wages for hours worked. Notwithstanding anything to the contrary contained in this agreement, Employer may terminate Employee’s employment upon 0 days’ notice to Employee should any of the following events occur:

(a) The sale of substantially all of Employer’s assets to a single purchaser or group of associated purchasers; or

(b) The sale, exchange, or other disposition, in one transaction of the majority of Employer’s outstanding corporate shares; or

(c) Employer’s decision to terminate its business and liquidate its assets; or

(d) The merger or consolidation of Employer with another Employer; or

(e) Bankruptcy or Chapter 11 reorganization.

10. *Assistance in Litigation.* Employee shall upon reasonable notice, furnish such information and proper assistance to the Employer as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.

11. *Effect of Prior Agreements.* This Agreement supersedes any prior agreement between Employer or any predecessor of Employer and Employee.

12. *Disputes.* All disputes between Employer and Employee arising out of Employee’s employment with Employer shall be subject to mediation prior to being deemed “ripe”

for litigation. Both parties agree that they shall not bring or maintain any legal action under this Agreement until good faith mediation has been completed.

13. Limited Effect of Waiver by Employer. Should Employer waive breach of any provision of this agreement by Employee, that waiver will not operate or be construed as a waiver of further breach.

14. Severability. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

15. Assumption of Agreement by Employer's Successors and Assignees. Employer's rights and obligations under this agreement will inure to the benefit and be binding upon Employer's successors and assignees.

16. Oral Modifications Not Binding. This instrument is the entire agreement of Employer and Employee. Oral changes have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

17. Governing Law. This Agreement and any disputes arising out of its terms and conditions shall be governed by the laws of the State of [INSERT STATE].

Signed this [INSERT DATE].

\_\_\_\_\_  
[NAME OF COMPANY]

By: [NAME]

[TITLE]

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone #: \_\_\_\_\_

Date: \_\_\_\_\_