

EMPLOYEE NON-COMPETE AGREEMENT

This Non-Compete Agreement ("Agreement"), dated as of _____ ("Effective Date") is between _____ ("Employee") and _____ a _____ ("Company"). Employee and Company may sometimes be collectively referred to as "Parties" or singularly as "Party."

1. Term of Agreement. As of the Effective Date, Agreement shall be effective and remain in effect throughout the term of Employee's employment with Company.
2. Limitations of this Agreement. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.
3. Non-Compete Covenant. At no time during the Term of Agreement will Employee engage directly or indirectly in any business or any business activity that is competitive with Company.
4. Geographic Scope. The Non-Compete Covenant applies to _____.
5. Injunctive Relief. Employee hereby acknowledges (1) that Company will suffer irreparable harm if the obligations under this Agreement are breached; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if Employee breaches any provision herein, Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
6. Severability. If any provision contained in this Agreement is determined by a court of competent jurisdiction to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision which was determined to be void, illegal, or unenforceable had not been contained herein.
7. Waiver, Modification, and Integration. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party. This instrument contains the entire agreement of the Parties concerning non-competition and supersedes all prior and contemporaneous representations, understandings and agreements, either oral or in writing, between the Parties hereto with respect to the non-competition obligation of the Employee by the Employer and all such prior or contemporaneous representations, understandings and agreements, both oral and written, are hereby terminated. This Agreement may not be modified, altered or amended except by written agreement of all the Parties hereto.
8. Jurisdiction and Venue. The validity, effect and construction of this Agreement shall be governed by the laws of the State of _____. Employee agrees to any suit arising under or in connection with this Agreement, including but not limited to, any proceeding to enforce or construe this Agreement shall be brought in _____ and nowhere else, without regard to conflict of laws provisions. Both Parties agree to be bound by any judgment or order, whether legal or equitable, issued by the required Courts.
9. Employee Acknowledgment. By signing this Agreement, Employee acknowledged that they have read and understand the terms and effect of this Agreement. Employee agrees that they will comply will all the terms.

IN WITNESS WHEREOF, the Employer and Employee have caused this Agreement to be executed as of the date first above written.

EMPLOYER:

EMPLOYEE:

By: _____
Name: _____
Title: _____ for _____

By: _____
Name: _____

Employee Non-Compete Agreement

Instruction Sheet

What is it?

An employee non-compete agreement is a legally enforceable contract that prevents employees from competing with their employer.

Why would I use it?

The non-compete agreement is a contract designed to protect your company. Throughout their tenure at your company, an employee will become privy to your company's confidential information and trade secrets. During their employment or after their termination, you don't want that former employee to start directly competing with your company using all your confidential information. Having the employee sign this non-compete agreement lets them know that this behavior is unacceptable and gives your company legal recourse in case they decide to compete with you regardless.

What do I do with the Non-Compete Agreement?*

1) Review

- Review the non-compete agreement and make sure all of the information contained within is correct.

2) Execute

- Both the employer and the employee should sign the non-compete agreement.

3) Post-Execution

- The employer should keep the original copy in the employee's personnel folder. The employee should also receive a copy of the agreement.

*360LegalForms is an online legal form generator designed to aid you in the creation of your documents. Because the law varies over time and between different geographic locations, the information provided by 360LegalForms is designed to be broad and generally applicable; the information provided in this document should not be construed as legal advice. Furthermore, this information is not guaranteed to be accurate, complete, or up to date. Your use of 360LegalForms does not create any attorney-client relationship between you and 360LegalForms, its employees, independent contractors, or representatives. When in doubt about what to do with a form generated by 360LegalForms, how to properly file a document with your state, or any other question that requires the provision of legal advice, consult a legal professional that is licensed to practice in the applicable jurisdiction. You assume all risk for any reliance upon the information provided by 360LegalForms.