

## EMPLOYMENT CONTRACT

This Employment Contract ("Contract"), dated as of \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ (the "Employer"), and \_\_\_\_\_ (the "Employee") is made and entered in \_\_\_\_\_. Employer and Employee may sometimes be collectively referred to as "Parties" or singularly as "Party."

### RECITALS

WHEREAS, Employer is in the business of \_\_\_\_\_.

WHEREAS, Employee desires to become employed by Employer to assist Employer in its business.

WHEREAS, Employer is willing to employ Employee as , and Employee is willing to be employed by Employer, as on the following terms, covenants and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, Employer and Employee covenant and agree as follows:

1. Employment. The Employer hereby employs the Employee for and during the term hereof. The Employee hereby accepts employment under the terms and conditions set forth in this Contract. The Employee shall be employed as of the Employer and serve as the \_\_\_\_\_, performing the services commiserate with such title.
2. Duties of Employee. [The Employee agrees to devote the Employee's full-time best efforts, abilities, knowledge and experience to the faithful performance of the duties, responsibilities, and authorities, which reasonably may be assigned to the Employee. The Employee shall not provide any services similar to those required hereunder to any other person or entity without the prior consent of the Employer. The Employee shall comply with all policies pronounced by the Employer from time to time.
3. Professionalism and Decorum. Employee agrees to maintain personal decorum in a manner befitting Employer and consistent with reflecting a positive image of Employer upon all persons Employee encounters at any time, whether in the course of Employee's business for Employer or not.
4. Employer's Rules. Employee agrees to abide by all of the Employer's policies, rules and regulations as may from time to time be adopted by the Employer.
5. Information from Former Employment. Employee agrees not to breach any agreement to keep confidential any proprietary information, knowledge, or data acquired by Employee under an obligation to maintain such information in confidence as a result of any prior employment for the period required, if any, under such obligation.
6. Term.
7. Compensation. The Employer shall withhold any and all necessary taxes or withholdings required by law. Such compensation shall be paid in accordance with the Employer's regular payroll policies.
  - a. Frequency of Payment.
8. Employment Benefits.
9. Offset. The Employer shall have the right to deduct from any amounts due the Employee hereunder any obligations owed by the Employee to the Employer.
10. Termination. This Contract and the Employee's employment hereunder may be terminated without any breach of this Contract at any time during the term hereof by the Employee or the Employer.
11. Non-Disparagement. The Parties each promise to refrain from making any disparaging remarks about the other following the termination of the employment relationship between them, except that Employer may offer a faithful account of Employee's service to anyone seeking a recommendation or account for future employment of Employee.
12. Competing Business. Means any business, firm, undertaking, company or organization, other than Employer, which is engaged in \_\_\_\_\_.
13. Corporate Opportunities. Employee acknowledges that while employed by Employer, each and every business opportunity which Employee encounters which is reasonably incident to Employer's present or prospective business dealings is owned first by Employer. Before personally engaging in any business opportunity of this type Employee shall present, by written notice to their immediate supervisor, a good faith full description of the business opportunity outlining the details of the opportunity, the timeframe in which such opportunity must reasonably be pursued for potential success, and clearly stating Employee's desire to personally pursue the opportunity if passed on by Employer. Employer shall have thirty (30) days from receipt of notice during which to consider the opportunity. If Employer does not accept the opportunity in writing within thirty (30) days of notice by Employee, Employee may engage in the business opportunity so long as engaging in such opportunity does not in any way infringe upon any obligation of Employee under this Contract or interfere with Employee's ability to perform Employee's responsibilities to Employer under the Contract.
14. Ownership of Leads and Developments. All sales leads, copyrights, patents, trade secrets, trademarks, trade names, web or application development, software code or documentation, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Employee during Employee's relationship with Employer or its customers related to Employer's business (collectively the "Work Product") shall belong

exclusively to Employer. Employee hereby agrees to assign to Employer and does automatically assign to Employer at the time of creation of the Work Product, without any requirement or any further consideration, any and all right, title and/or interest (including good will) Employee may have in such Work Product. Upon any request by Employer, Employee hereby agrees to take any and all such further actions, including but not limited to the execution and delivery of instruments of conveyance, as may be appropriate, in Employer's sole discretion, to give full and proper credit to any such assignment.

15. Covenant Not to Compete. Employee agrees that during the time which he or she is an Employee Employee will not, either through any kind of ownership (other than ownership of securities of publicly held corporations of which Employee owns less than five percent (5%) of any class of outstanding securities) or as a director, officer, principal, agent, employee, employer, advisor, consultant, co-partner or in any individual or representative capacity whatsoever, either for its or Employee's own benefit, or for the benefit of any other persons or firm, partnership, association, corporation or other entity, without the prior written consent of the Employer, participate in any of the following acts, which acts shall be considered violations of this Covenant Not to Compete:
- a. Creating, marketing, or participating in the development or sale of any competing product or service either for or to any customer of the Employer;
  - b. Inducing or attempting to induce any customer to withdraw, curtail, alter or cancel its business with the Employer;
  - c. Developing any materials utilizing the Confidential Information of the Employer, except for the benefit of Employer;
  - d. Identifying customers to or for another so that they (or those they may assign) can solicit those customer in an effort to circumvent the prohibition of this Section; and
  - e. Providing services similar to those provided to Employer for a Competing Business.
16. Geographic Scope of Covenant Not to Compete. Each Employee agrees that the covenants above shall apply with equal force and effect .
17. Extension of Covenant Not to Compete. For any period of time during which Employee is in breach of the covenant not to compete, Employee agrees the covenant not to compete shall be extended for an equal period.
18. Severability. If any provision contained in this Contract 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.
19. Waiver, Modification, and Integration. The waiver by any Party hereto of a breach of any provision of this Contract 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 employment and supersedes all prior and contemporaneous representations, understandings and agreements, either oral or in writing, between the Parties hereto with respect to the employment of the Employee by the Employer and all such prior or contemporaneous representations, understandings and agreements, both oral and written, are hereby terminated. This Contract may not be modified, altered or amended except by written agreement of all the Parties hereto.
20. Notice. All notice required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:
- EMPLOYEE:
- \_\_\_\_\_
- \_\_\_\_\_, \_\_\_\_\_
- Or
- \_\_\_\_\_
21. Binding Effect. This Contract shall be binding and effective upon the Parties and their respective successors. Neither Party shall assign this Contract without the prior written consent of the other Party.
22. Representation of Employee. The Employee hereby represents and warrants to the Employer that the Employee has not previously assumed any obligations inconsistent with those contained in this Contract. The Employee further represents and warrants to the Employer that the Employee has entered into this Contract pursuant to Employee's own initiative and that this Contract is not in contravention of any existing commitments. The Employee acknowledges that the Employer has entered into this Contract in reliance upon the foregoing representations of the Employee.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first above written effective as of the Effective Date.

**Employer:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
On behalf of: \_\_\_\_\_  
Date: \_\_\_\_\_

**Employee:**

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



# Employment Contract

## Instruction Sheet

### What is it?

A contract between an employee and employer defining the rights, responsibilities, and expectations of both parties during the employment relationship.

### Also Known As

Employment Agreement

### What Do I Do with this Contract?

#### 1) Review

- Both the employee and the employer review the employment contract to make sure all of the information contained within is correct and all the terms are agreeable.

#### 2) Execute

- When satisfied with the contents of the contract, both the employee and employer sign the agreement on the last page.

#### 3) Maintain

- Keep the original version of the agreement with the employer's records. The employee should also receive a copy for their personal records.

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