\*DISCLAIMER: This contract is an example for illustrative purposes only and should not be used in a professional setting. We strongly recommend consulting legal counsel whenever entering into an employment agreement. This contract serves as a sample template which offers ideas on items one could consider including in his/her agreement, however, it is not meant to be an all-inclusive and exhaustive list.

**Employment Contract/Agreement**

THIS EMPLOYMENT AGREEMENT/CONTRACT (the “Agreement” or “Contract”) made and entered in to on \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_ , between [name of employer] (“Employer”) a corporation incorporated under the laws of the [jurisdiction], and having its principal place of business at [employer address] (“Employer”); and [name of employee], residing at [employee address] (“Employee”), (each, a “Party” and collectively hereinafter referred to as, the “Parties”).

RECITALS/PREAMBLE

WHEREAS the Employer wishes to retain and *obtain the benefit of* the services of the Employee, and the Employee desires to accept the offer of employment and render such services on the terms and conditions set forth in this Agreement after having been informed of the Employer’s policies, terms, and conditions of employment.

*WHEREAS the Parties have the capacity and powers to enter into and perform the undertakings set forth in this Agreement.*

*WHEREAS the Parties want to evidence their agreement in writing.*

IN CONSIDERATION of the mutual covenants and promises contained herein, and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged by both Parties), the Employer and Employee agree as follows:

**1. EMPLOYMENT**

Employer shall employ Employee as a(n) [employment type e.g. full-time/part-time/temporary] [position title e.g. Software Developer].

**A. DESCRIPTION OF EMPLOYEE’S DUTIES**

Subject to the supervision and pursuant to the orders, advice, guidance, and direction of Employer, Employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by Employer, as may arise or be prescribed from time to time, and as more particularly set forth immediately hereafter. The responsibilities of the Employee shall include, but are not limited to the following:

* [job duties/responsibilities/tasks from job description e.g. prepare and administer the annual budget]
* Employee shall also perform (i) such other duties as are customarily performed by other persons in similar positions, and (ii) render such other and unrelated services and duties as may be assigned to Employee from time to time by Employer or supervisory personnel.

**B. MANNER OF PERFORMANCE OF EMPLOYEE’S DUTIES/BEST EFFORTS OF EMPLOYEE**

Employee shall at all times faithfully, industriously, in a professional manner, and to the best of Employee’s skills, abilities, experience, and talents, perform all duties that may be required of and from Employee pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer. Such services shall be rendered at the abovementioned premises and at such other place(s) as Employer may require or as the interests, needs, business, or opportunities of Employer may from time to time make advisable.

**C. LIMITATION OF AUTHORITY/ABILITY TO CONTRACT FOR EMPLOYER [OPTIONAL/AS APPLICABLE]**

Notwithstanding other terms herein, Employee [shall/shall not] have the right to make any contracts or commitments for or on behalf of Employer, without first obtaining the prior express written consent of Employer.

**D. SUPERVISION OF EMPLOYEE [OPTIONAL/AS APPLICABLE]**

Employee reports to the [position title of individual to whom employee should report e.g. owner, board of governors, president, manager, corporation officer, or other supervisor]. If that person is temporarily absent or unable to perform his/her duties, then the Employee shall report to the [position title of different individual to whom employee should report e.g. owner, board of governors, president, manager, corporation officer, or other supervisor]. In the event that there shall be more than one person at any time acting on behalf of the Employer insofar as control of the Employee is concerned, Employee shall answer to the highest-ranking supervisor.

**E. RECOMMENDATIONS FOR IMPROVING OPERATIONS [OPTIONAL/AS APPLICABLE]**

Employee shall provide Employer with all information, suggestions, and recommendations regarding Employer’s business, of which Employee has knowledge, that will be of benefit to Employer.

**2. TERM**

Employee’s employment under this Contract shall be for an unspecified term on an “at will” basis. Either Party is able to terminate the Agreement at any time, subject, however to the termination rules and regulations as provided in Section 5 hereof.

**3. COMPENSATION**

**A. BASE PAY**

As compensation for the services rendered by Employee under this Contract, Employer shall pay Employee and Employee agrees to accept from Employer, an [type of pay e.g. hourly wage, annual salary] at the rate of [number in USD e.g. $95,000] payable [frequency e.g. biweekly, twice per month on the 1st and the 15th] in accordance with [Company Name]’s usual payroll procedures and subject to applicable federal, state, and local deductions or withholdings as mandated by law. Upon termination of this Agreement, payments under this paragraph shall cease, provided, however, that Employee shall be entitled to payments for period or partial periods that occurred prior to the date of termination and for which Employee has not yet been paid.

**B. WORK SCHEDULE/HOURS**

[work schedule/hours as agreed upon by Employer and Employee e.g. Employee may determine Employee’s own work schedule provided that Employee meets the requirements, obligations, and conditions set forth in Sections 1-A and -B and works a minimum of 15 hours per week]

**C. REIMBURSEMENTS AND EXPENSES [OPTIONAL]**

Employer shall reimburse Employee for all of the following reasonable, necessary, customary, and usual out-of- pocket expenses incurred by Employee for and on behalf of the employer in furthering Employer’s business activities as in while carrying out Employee’s duties within the scope of Employee’s employment as outlined in Section 1A of this Agreement, after Employee provides an itemized account of expenditures pursuant to Employer policy:

* [acceptable expenses e.g. travel to/from locations, meals]

**D. OVERTIME**

Employee [shall/shall not] receive overtime compensation for services rendered in excess of 40 hours per week at a rate of [amount in USD/frequency e.g. one and one-half (1.5) times Employee’s regular working hourly rate of pay].

**E. ADDITIONAL COMPENSATION [OPTIONAL/AS APPLICABLE]**

[details of (including how, when, in what amount, under what conditions e.g. successful performance evaluation or financial status of company) additional forms of compensation such as bonuses, raises, commission, etc. will be paid if any e.g. Any additional bonuses, raises, or other compensation paid to Employee shall be paid at the sole discretion of Employer.

**F. VACATION, HOLIDAYS, AND LEAVE**

Employee shall be entitled to [number e.g. 2] weeks of [paid/unpaid] vacation each year [specify any conditions/restrictions]. [Number e.g. 7] days of [paid/unpaid] sick leave will be provided each year [any conditions/restrictions]. Employee shall also be entitled to [paid/unpaid] holidays [any conditions/restrictions]. [other types as necessitated by law e.g. ma/pa-ternity leave]

**G. BENEFITS [OPTIONAL AS APPLICABLE]**

Employee shall be entitled to receive employment benefits, as provided by Employer’s policies in effect while this Contract is in force. These benefits include:

- [benefits e.g. pension plan; life insurance; health insurance, including dental, vision, and medical/prescription coverage] \*some provisions may be alternatively addressed in the compensation section above

Please refer to Employer’s Employee Handbook for more specifics regarding employee benefits.

**H. DISABILITY [OPTIONAL]**

If Employee cannot perform assigned duties because of illness of incapacity for more than [number e.g. 30] days, compensation due during such illness or incapacity will be reduced by [amount/time e.g. half for the duration of the time Employee cannot perform assigned duties]. Full compensation will be reinstated upon Employee’s return to work.

**4. PROPRIETARY INFORMATION (“INFORMATION”)**

**A. OWNERSHIP OF WORK PRODUCT**

All ideas, concepts, work product, Information, or other materials created and developed by Employee in connection with the performance of duties and responsibilities under this Agreement and arising during the course of Employee’s employment (prior, present, or future) are the sole and exclusive property of Employer. For purposes hereof, “Work Product” shall mean all intellectual property right, including all Trade Secrets, U.S. and international copyrights, patentable inventions, and other intellectual property rights in any programming, documentation, technology, or other work product that relates to the Employer, its business, or its customers and that the Employer conceives.

Any contacts, including social media contacts such as “followers” or “friends,” that are acquired through accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, or other methods/networks) used or created on behalf of Employer are owned by [company name].

**B. CONFIDENTIALITY**

***i.* *NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS***

Employee recognizes that in the course of employment Employee has and will be exposed to Information regarding the following:

* -[kinds of proprietary information to be kept confidential] [OPTIONAL]

and other vital Information items which are valuable, special, and unique assets of [Employer/Company Name]. Employee agrees that Employee will not at any time or in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate any Information without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important to any to any person, firm, corporation, or other third party without the prior express written consent of Employer. Employee will protect the Information and treat it as strictly confidential.

For purposes hereof, “Information” shall mean any data of any kind, nature, or description concerning any matters affecting or relating to the business of Employer, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other dates. Specifically, this could include development plans, marketing strategies, finance, operations, systems, concepts, documentation, reports, specifications, computer software, source code, object code, flow charts, 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 evaluation results relating to past, present, or future business activities, technical information, designs, processes, procedures, formulas, improvements, or any other Information as deemed proprietary and confidential by Employer.

The Parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of employer, and its good will, and that any violation by Employee of this section is a material breach of this Agreement and will justify legal and/or equitable relief.

***ii. UNAUTHORIZED DISCLOSURE OF INFORMATION***

If it appears that Employee has disclosed (or has threatened to disclose) Information in violation of this Contract, Employer shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

***iii. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT***

The confidentiality provisions of this Agreement shall remain in full force and effect for a period of [length of time e.g. 2 years] after the voluntary or involuntary termination of Employee’s employment. During such period, neither Party shall make or permit the making of any public announcement or statement of any kind that Employee was formerly employed by or connected with Employer.

Refer to the separate non-disclosure agreement for more detail.

**C. EMPLOYEE’S LOYALTY TO EMPLOYER’S INTERESTS/NON-COMPETE(ITION) CLAUSE [OPTIONAL]**

Employee recognizes that the various items of Information need to be protected from improper disclosure. In consideration of the disclosure of the Information to Employee, Employee agrees and covenants that during Employee’s employment by Employer during the term of this Contract and for a period of [length of time e.g. 2 years] and within a distance of [mile radius e.g. 100 miles]\* following the termination of Employee’s employment, whether such termination is voluntary or involuntary, Employee will not [directly or indirectly engage or do business with the following competitors:]

- [competitors or restrictions]

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming invested directly or indirectly in any such business, or (iv) soliciting and customer of Employer for the benefit of a third party that is engaged in such business. Employee agrees that this non-compete provision will not adversely affect Employee’s livelihood. \*the time period and distance for this clause varies by state so check the laws in your company’s state of operation

Employee shall devote all of his time, attention, knowledge, and skill solely and exclusively to the business and interests of employer, and employer shall be entitled to all benefits, emoluments, profits, or other issues arising from or incident to any and all work, services, and advice of employee. Employee expressly agrees that during the term hereof he will not be interested, directly or indirectly, in any form, fashion, or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, in any other business similar to employer’s business or any allied trade, except that nothing herein contained shall be deemed to prevent or limit the right of employee to invest any of his surplus funds in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything herein contained by deemed to prevent employee from investing or limit employee’s right to invest his surplus funds in real estate. [OPTIONAL]

**5. TERMINATION**

This Agreement may be terminated immediately by Employer for cause or in the event Employee violated any provision of this Contract. In addition, Employer may terminate this Agreement and Employee’s employment at any time by giving [number e.g. 90] days notice in writing to Employee. Employee may terminate this Agreement and the employment at any time by giving written notice [number e.g. 90] days in advance to Employer.

If Employer terminates this Contract other than for cause, Employee shall be entitled not only to compensation up to the date of termination, but also compensation in the form of severance in the amount of [amount in USD e.g. half of Employee’s annual salary] for [number and length of time e.g. 6 months] beyond the termination date of such termination [OPTIONAL]. If Employee’s employment is terminated by Employer because Employee was in violation of this Contract, Employer may terminate employment without notice and with compensation to employee only to the date of termination [any probation period [OPTIONAL]]. The compensation paid under this Agreement shall be Employee’s exclusive remedy. If Employee terminates this Contract, Employee agrees Employee is only entitled to compensation up to the date of termination.

**A. TERMINATION FOR DISABILITY**

Employer shall retain the option to terminate this Agreement, if Employee becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Employer shall exercise this option by giving [number e.g. 60] days notice.

**B. RETURN OF PROPERTY**

Upon termination of this Contract and at the time of termination of employment, Employee shall deliver to Employer all property which is Employer’s property or related to Employer’s business, (including, but not limited to, keys, records, notes, data, memoranda, models, equipment, computers, cell-phones, and any other electronic devices) that is in Employee’s possession or under Employee’s control. Employee shall reimburse Employer for any Employer property lost or damaged in an amount equal to the market price of such property. \*Such obligation may be governed by any separate confidentiality or proprietary rights agreement signed by both Parties.

**6. COMPLIANCE WITH EMPLOYER’S POLICIES**

Employee shall abide by all rules and regulations of Employer. Please refer to Employer’s Employee Handbook for more specifics regarding Employer’s policies.

**7. MISCELLANEOUS**

**A. ENTIRE AGREEMENTAND AMENDMENT**

This Contract constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement or modification of this Agreement will be binding unless executed in writing by both Parties.

**B. NOTICES**

All notices or other communication required or permitted under this Contract made to either Party shall be in writing and shall be deemed delivered when delivered by hand in person or on the third day after being deposited in the United States mail, postage paid, to the Party at the Party’s address. Such addresses may be changed from time to time by either Party providing written notice in the manner set forth above.

**C. WAIVER**

Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights help under this Contract unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation. In other words, the failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement. The provisions of this section may not be waived except as herein set forth.

**D. SEVERABILITY**

If any provisions of this Contact shall be held to be invalid, illegal, or unenforceable in whole or in part for any reason, 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). If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**E. GOVERNING/APPLICABLE LAW**

This Agreement and its terms in its entirety shall be governed exclusively in all respects by the laws of the United States of America and by the laws of the [state/territory under which Employer wants Contract and its terms to be governed]. Each of the Parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in [state/territory under which Employer wants Contract and its terms to be governed], as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgement of such federal or state courts located in [state/territory under which Employer wants Contract and its terms to be governed], such personal jurisdiction shall be nonexclusive.

IN WITNESS WHEREOF, this Contract/Agreement has been executed and delivered as of the date first above written.



References

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