

# Agreement Not to Compete

This Agreement is made on \_\_\_\_\_, between \_\_\_\_\_,  
Employer, of \_\_\_\_\_, and \_\_\_\_\_,  
Employee, of \_\_\_\_\_.

The Employer now owns and conducts a \_\_\_\_\_ business, under the name  
of \_\_\_\_\_, located at \_\_\_\_\_.

For valuable consideration, the Employer and Employee agree as follows:

1. The Employee agrees not to compete, either directly or indirectly, with the business of the Employer for a period of \_\_\_\_\_ years from the date of this agreement.
2. This agreement will only extend for a radius of \_\_\_\_\_ miles from the present location of the business of the Employer.
3. The Employee agrees that “not to compete” means that the Employee will not engage in any manner in a business or activity similar to that of the Employer’s.
4. If the Employee violates this agreement, the Employer will be entitled to an injunction to prevent such competition, without the need for the Employer to post any bond. In addition, the Employer will be entitled to any other legal relief.
5. Any additional terms:
6. No modification of this agreement will be effective unless it is in writing and is signed by both the Employee and Employer. This agreement binds and benefits both the Employee and Employer and any successors. Time is of the essence of this agreement. This document, including any attachments, is the entire agreement between the Employee and Employer regarding this issue. This agreement is governed by the laws of the State of \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Printed Name of Employer

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Printed Name of Employee