

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into as of the day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, (the "Employer") and \_\_\_\_\_ (the "Employee").

WHEREAS, the Employer desires to secure and maintain the services of the Employee and the Employee desires to enter into an Agreement of employment with the Employer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the parties hereby agree as follows:

1. Employment and Duties: The Employer does hereby employ the Employee for a term of one year commencing \_\_\_\_\_ and ending \_\_\_\_\_, unless her/his employment is sooner terminated or extended under the terms hereinafter set forth in the Agreement. The Employee hereby accepts such employment and shall devote her/his entire time and best efforts to the performance of her/his duties of \_\_\_\_\_ who are clients of the Employer and such additional duties as the Employer may request from time to time. Employee shall work such hours as may be directed by Employer.
2. Compensation: The Employee shall receive as compensation for her/his services the sum of \_\_\_\_\_ per hour (or per year) plus \_\_\_\_\_.
3. Termination: The employment of the Employee shall automatically terminate on her/his death or the bankruptcy or dissolution of the Employer. Otherwise, the Employer, with cause, may terminate the Employee's employment under this Agreement, without further notice for cause. Cause shall include the following:
  - (i) Failure of Employee to adequately perform her/his duties as set forth in this Agreement;
  - (ii) Commission of any felony, theft or act of dishonesty;
  - (iii) Illegal use or possession of drugs;
  - (iv) Falsification of employment or business records;
  - (v) Chemical dependency or any medical condition or injury which prevents Employee from performing her/his duties as provided in this Agreement for a period of one month;
  - (vi) Any act in material breach of this Agreement that remains uncorrected for \_\_\_\_\_ days following notice from the Employer to cure such breach; or
  - (vii) Unethical business conduct.

In the event of a termination of the Employee, he/she shall be paid all compensation earned up to the date of termination.

4. Non-Competition: For and in consideration of the Employee's employment and the monies invested by the Employer in the training of the Employee, the parties agree that

during the Employee's employment by the Employer and for \_\_\_\_year(s) thereafter within a \_\_\_\_ mile radius of \_\_\_\_\_, the Employee shall not own, manage, operate or control, or participate in the ownership, management, operation or control of, or be connected with or have any interest in, as a stockholder, director, officer, employee, agent, consultant, partner or otherwise of a provider of \_\_\_\_\_ services which is competitive with any business conducted by the Employer. If any of the provisions of this Paragraph 4 are held to be unenforceable because of the scope, duration or area of its applicability, the court making such determination shall have the power to modify such scope, duration or area or all of them, and such provision shall then be applicable in such modified form. This provision shall be of no force or effect if Employees employment is terminated which the first six (6) months after the date hereof.

5. Confidential Information: During the term of her/his employment and forever thereafter, the Employee shall hold in confidence all knowledge and information of a confidential nature with respect to the Employer including, but not limited to financial data, market data, customer/client lists and any and all other information related to the Employer and Employee shall not disclose, publish or make use of the same without the prior written consent of the Employer, except when necessary to comply with applicable law.
6. Notices: Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail to her/his residence in the case of the Employee or to the principal office in the case of the Employer.
7. Waiver of Breach: The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.
8. Binding Effect: This Agreement shall be binding upon the inure to the benefit of the successors and assigns of the Employer and the personal representative of the Employee.
9. Governing Law: This Agreement shall be governed by the laws of the State of \_\_\_\_\_.
10. Separability of Provisions: If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions thereof and any application thereof shall in no way be affected or impaired.
11. Entire Agreement: The foregoing contains the entire agreement of the parties and may not be altered, amended, or terminated except by an instrument in writing signed by the parties hereto.
12. This agreement and the employment of Employee shall be automatically extended beyond the term provided for herein if Employee continues in the employ of Employer beyond the date provided in paragraph 1 above. This extension shall be in effect

regardless of increases or decreases in the compensation, benefits or duties as may from time to time occur without written modification of this agreement. This provision is intended to allow Employer and Employee to modify the compensation, benefits, and duties without the necessity of a formal written agreement and yet preserve the enforceability of the other provisions of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EMPLOYEE:

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EMPLOYER:

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