Employment Contract Agreement

This employment agreement ("Agreement") is made and effective as of , 20 by and between a(n) ☐ Individual ☐ Business Entity known as having its principal place of business at , City of , State of ("Employer") and with a mailing address of , City of , State of ("Employee").

WHEREAS the Employer intends to hire the Employee for the position of and the Employee desires to provide their services on the conditions set forth.

IN CONSIDERATION of promises and other good and valuable consideration the parties agree to the following:

I. Employee Duties.

The Employee agrees that they will act in accordance with this Agreement and with the best interests of the Employer in mind, which may or may not require them to present the best of their skills, experience, and talents, to perform all the duties required of the position. In carrying out the duties and responsibilities of their position, the Employee agrees to adhere to any and all policies, procedures, rules, regulations, as administered by the Employer. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer.

II. Responsibilities.

The Employee shall be given the job title of ("Position") which shall involve: .

The Employer may also assign duties to the Employee from time to time by the Employer. The Employee shall be expected to work ☐ full-time ☐ part-time.

Employer	Employee

III. Employment Period.

The Employer agrees to hire the Employee: (check one)

☐ At-Will which means this Agreement may be terminated at any time by either the Employee or Employer. After termination by any of the Parties, neither will have any obligation other than the non-disclosure of the Employer's proprietary information as outlined in Section XII and any non-compete listed in Section XIII.

a) Employee's Termination. The Employee shall have the right to terminate this Agreement by providing at least ____ days' notice. If the Employee should terminate this Agreement, he or she shall be entitled to severance, equal to their pay at the time of termination, for a period of ____.

b) Employer's Termination. The Employer shall have the right to terminate this Agreement by providing at least ____ days' notice. If the Employer should terminate this Agreement, the Employee shall be entitled to severance, equal to their pay at the time of termination, for a period of ____.

☐ For a Specified Time-Period beginning on the ____ day of ____, 20____ and ending on the ____ day of ____, 20____. At the end of said time-period, both parties will no longer have any obligation to one another.

a) Employee's Termination. The Employee ☐ *shall ☐ shall not have the right to terminate this Agreement. *If allowed, the Employee shall be required to provide at least ____ days' notice. If the Employee should terminate this Agreement before the expiration date, he or she shall be entitled to severance, equal to their pay at the time of termination, for a period of ____.

b) Employer's Termination. The Employer ☐ *shall ☐ shall not have the right to terminate this Agreement. *If allowed, the Employer shall be required to provide at least ____ days' notice. If the Employer should terminate this Agreement, the Employee shall be entitled to severance, equal to their pay at the time of termination, for a period of ____.

IV. Pay.

As compensation for the services provided, the Employee shall be paid ____ dollars ($ ____) ☐ per hour ☐ salary on an annual basis ("Compensation"). The Compensation is a gross amount that is subject to all local, State, Federal, and any other taxes and deductions as prescribed by law. Payment shall be distributed to the Employee on a ☐ weekly ☐ bi-weekly ☐ monthly ☐ quarterly ☐ annual basis.

a) Commissions. In addition to the aforementioned Pay, the Employee shall be entitled to commissions that are to be paid every ____ and shall

Employer	Employee

be calculated as follows:

b) Bonus. The Employee shall be entitled to Bonuses on a basis which is to be calculated as follows:

V. Employee Benefits.

During the period of employment, the Employee shall be eligible to participate in benefits established by the Employer. These include:

The aforementioned benefits may change at any time by the Employer.

VI. Out-of-Pocket Expenses.

The Employer agrees to reimburse the Employee for any expenses that are incurred including: (check all that apply)

- ☐ Travel
- ☐ Food
- ☐ Lodging
- ☐ Other:

VII. Ownership Interest.

This Agreement shall ☐ not include ☐ *include partial ownership in the business operations of the Employer.

*If such ownership is offered, the details shall be stated in an attached Exhibit.

VIII. Trial Period.

Other than certain benefits prescribed by law, the Employee will not be eligible for Benefits, Vacation Time, or Personal Leave until after the first days of employment ("Trial Period"). In addition, the Employee will not be eligible vacation time, sick leave, or any time off that would be paid or unpaid.

IX. Vacation Time.

After the Trial Period is complete, the Employee is entitled to days off per year of which is required to be mutually benefiting of the Employer and the Employee. It is required for the Employee to give notice before scheduling their vacation in accordance with Company policy.

Employer	Employee

Any unused Vacation Time shall be (check one):

☐ Converted to cash at the end of the year at a rate of $ per day.
☐ Eligible to rollover up to days to the next year.
☐ Forfeited at the end of the year.
☐ Other:

X. Personal Leave.

After the Trial Period, the Employee shall be eligible for days of ☐ paid ☐ unpaid time off per year for personal and/or medical issues.

Any unused Personal Leave shall be: (check one)

☐ Converted to cash at the end of the year at a rate of $ per day.
☐ Eligible to rollover up to days to the next year.
☐ Forfeited at the end of the year.
☐ Other:

If for any reason the Employee depletes their amount of days of personal leave in a given year, he or she ☐ may ☐ may not be able to use any remaining vacation time.

XI. Federal Holidays.

The Employee shall be entitled to federal holidays per calendar year. This is subject to change by the Employer from time to time. If for any reason the Employee should request a Federal Holiday off, the Employer shall determine if the Employee may do so and if it shall be taken from either the Employee's Personal Leave or Vacation Time. Federal Holidays are determined by the Employer and may change every calendar year.

XII. Confidentiality.

The Employee understands and agrees to keep any and all information confidential regarding the business plans, inventions, designs, products, services, processes, trade secrets, copyrights, trademarks, customer information, customer lists, prices, analytics data, costs, affairs, and any other information that could be considered proprietary to the Employer ("Confidential Information"). The Employee understands that disclosure of any such Confidential Information, either directly or indirectly, shall result in litigation with the Employer eligible for equitable relief to the furthest extent of the law, including but not limited to, filing claims for losses and/or damages. In addition, if it is found that the Employee divulged Confidential Information to a third (3rd) party with the Employer shall be entitled any and all reimbursement for their legal and attorney's fees.

Employer	Employee

a) Post Termination. After the Employee has terminated their employment with the Employer, the Employee shall be bound to Section XII of this Agreement for a period of ☐ Months ☐ Years ("Confidentiality Term"). If the Confidentiality Term is beyond any limit set by local, State, or Federal laws, then the Confidentiality Term shall be the maximum allowed legal time-frame.

XIII. Non-Compete. (check one)

☐ There shall be no Non-Compete established in this Agreement.

☐ During the term of employment, the Employee understands that he or she will be subject to learning proprietary information, including trade secrets, which could be applied to competitors of the employer. Therefore, in order to protect the fiduciary interests of the Employer, the Employee agrees to: (check all that apply)

☐ Withhold from working in the following industry(ies):

☐ Withhold from working for the following employer(s):

☐ Withhold from working in the same industry(ies) as the Employer in the following area(s):

☐ Other:

This Non-Compete shall be in effect for ☐ Months ☐ Years following the date of Employee's termination.

This Section shall be applied to the Employee engaging, directly or indirectly, any competitive industry. This includes, but is not limited to:

a) Communicating with related business owners, partners, members, officers, or agents;
b) Being employed by or consulting any related business;
c) Being self-employed in a related business; or
d) Soliciting any customer, client, affiliate, vendor, or any other relationship of the Employer.

Employer

Employee

XIV. Employee's Role.

The Employee ☐ shall ☐ shall not have the right to act in the capacity of the Employer. This includes, but is not limited to, making written or verbal agreements with any customer, client, affiliate, vendor, or third (3rd) party.

XV. Appearance.

The Employee must appear at the Employer's desired workplace at the time scheduled. If the Employee does not appear, for any reason, on more than _____ separate occasions in a 12-month calendar period the Employer has the right to terminate this Agreement immediately. In such event, the Employee would not be granted severance as stated in Section III.

XVI. Disability.

If for any reason the Employee cannot perform their duties, by physical or mental disability, the Employer may terminate this Agreement by giving the Employee _____ days' written notice.

XVII. Compliance.

The Employee agrees to adhere to all sections of this Agreement in addition to any rules, regulations, or conduct standards of the Employer including obeying all local and federal laws. If the Employee does not adhere to this Agreement, company policies, including any task or obligation that is related to the responsibilities of their position, the Employer may terminate this Agreement without severance as stated in Section III.

XVIII. Return of Property.

The Employee agrees to return any and all property of the Employer upon the termination of employment. This includes, but is not limited to, equipment, electronics, records, access, notes, data, tests, vehicles, reports, models, or any property that is requested by the Employer.

XIX. Notices.

All notices that are to be sent under this Agreement shall be done in writing and to be delivered via Certified Mail (return receipt) to the following mailing addresses:

Employer	Employee

Employer	Employee

The aforementioned addresses may be changed with the act of either party providing written notice.

XX. Amendments.
This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by all parties.

XXI. Severability.
This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXII. Waiver of Contractual Right.
If the Employer or Employee fails to enforce a provision or section of this Agreement, it shall not be determined as a waiver or limitation. Either party shall remain the right to enforce and compel the compliance of this Agreement to its fullest extent.

XXIII. Governing Law.
This Agreement shall be governed under the laws in the State of .

XXIV. Entire Agreement.
This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

Employer	**Employee**
Name	Name
Date	Date

Employer

Employee