# Employment Contract

This Employment Contract is entered into on the [\_\_\_\_\_\_] day of [\_\_\_\_\_\_\_\_\_\_\_\_\_], [Year] between [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (hereinafter known as Employer), whose business is located at [Street Address], [State Name], [Zip Code], and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (hereinafter known as Employee), who resides at [Street Address], [State Name], [Zip Code].

## General Terms

The Employer agrees to hire the Employee for the position of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

The Employee will report to work beginning on the day of [\_\_\_\_\_\_\_\_\_\_\_\_], [Year], at [\_\_\_\_\_] am/pm.

The Employee agrees to work [\_\_\_\_\_\_\_] hours a day, on the following days:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Mon |  | Tue |  | Wed |  | Thu |  | Fri |  | Sat |  | Sun |

The Employee is considered an [Hourly/Salaried] employee and [\_\_\_\_\_\_\_\_\_\_] is [\_\_\_\_\_\_\_\_\_\_] is not entitled to overtime benefits.

## Job Duties

The Employee will perform the job duties as set forth below.

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In addition to the above, the Employee agrees to perform other duties that are deemed customary by other persons working in similar positions. The Employee further agrees that the Employer may assign extra duties from time to time, as determined by the needs of the business.

## Job Performance

1. The Employee agrees to perform all duties as listed above, to the best of their abilities. The Employee further agrees to use time wisely and to adhere to work standards of the highest quality.
2. The Employee understands that failure to perform work in a satisfactory and timely manner could result in their termination.

## Compensation and Benefits

The employee will be paid [Weekly/Bi-weekly/Monthly, at the hourly rate of $[\_\_\_\_\_\_\_\_\_\_] and an overtime rate of $[\_\_\_\_\_\_\_\_\_\_] for hours that exceed [\_\_\_\_\_] hours per calendar week.

The employee will be paid [Weekly/Bi-weekly/Monthly], at the salaried rate of $[\_\_\_\_\_\_\_\_\_\_\_\_] per pay period. The employee understands he/she is salaried exempt and is not entitled to overtime wages.

The Employee agrees to the following terms for commission pay:

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The Employer will deduct and withhold sums for federal income taxes, Social Security taxes, and other state and federal taxes required by law.

The Employee is entitled to the following benefits:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Insurance Benefits: | | | |  | | | |
| Paid Holidays: | | |  | | | | |
| Vacation: | |  | | | | | |
| Sick Leave / Personal Days: | | | | |  | | |
| Educational Reimbursement: | | | | | |  | |
| Bonuses: | |  | | | | | |
| Stock Options/Retirement Benefits: | | | | | | |  |
| Other: |  | | | | | | |

## Conflict of Interest

1. The Employee agrees not to engage in any activity that may be considered a conflict of interest, including but not limited to working for a second employer in a similar position at the same time as working for the Employer named in this contract.
2. The Employee agrees to consult with the Employer about any activity that may be considered a conflict of interest.
3. Certain activities may be allowed if agreed to in writing by both the Employer and the Employee.

## Confidentiality

The Employee agrees to keep all company and client information confidential, including intellectual property, written communications, business strategies, marketing strategies, operations, and any other information obtained by the Employee during the course of performing work related activities.

## Return of Company Property

The Employee agrees to return all company property upon termination of employment with the company within 3 days of termination.

## At Will Employment

The Employer or the Employee may terminate the working relationship at any time, for any reason permitted by law, without cause and without notice to the other party.

By signing below, both parties agree to be bound by the terms of this contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Printed Name Employer |  | Signature, Employer Representative |  | Date |
|  |  |  |  |  |
| Printed Name Employee |  | Signature, Employee |  | Date |