

Employment Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20____
by and between _____, having its principal place of
business at _____,
_____, hereinafter referred to as the
"Employer," and _____, whose
present address is _____, hereinafter referred to as
"Employee."

1. Employment. The Employer hereby agrees to employ the Employee in the capacity of _____, upon the terms and conditions set out herein.
2. Term. The term of this Agreement shall begin on _____, and shall terminate on _____. This Agreement shall automatically renew each year, unless either party gives sixty (60) days written notice to the other party of his intent not to renew for an additional period.
3. Compensation. The Employer shall pay the Employee, as compensation for the services rendered by the Employee, a salary of _____ Dollars per _____, payable _____, Salary payments shall be subject to withholding and other applicable taxes. As additional compensation, the Employer shall pay the Employee _____.
4. Duties. The Employee shall perform, for the Employer, the duties set out in the attached Exhibit "A."
5. Extent of Services. The Employee shall devote his entire time, attention and energies to the Employer's business, and shall not, during the term of this Agreement, be engaged in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage. The Employee further agrees that he will perform all of the duties assigned to him to the best of his ability and in a manner satisfactory to the Employer, that he will truthfully and accurately maintain all records, preserve all such records, and make all such reports as the employer may require; that he will fully account for all the money and all of the property of the Employer of which he may have custody and will pay over and deliver the same whenever and however he may directed to do so.
6. Disclosure of Information. The Employee agrees not to disclose to anyone, either during or after his employment, any confidential information obtained by him as a result of his employment by the Employer without the consent of the Employer. He further agrees that, on leaving his employment, he will not take with him, without the permission of the Employer, any drawing, blueprint, or other reproduction, not any material of any kind. Furthermore, the Employee agrees that he will not divulge to any person or persons not connected with the Employer, any of its business methods, forms or names or addresses of customers. Unless specifically prohibited by statutory law, the Employee agrees that, in the event of a breach or threatened breach by the Employee of the provisions of this paragraph, the Employer shall be entitled to a temporary restraining order and a preliminary injunction restraining the Employee from disclosing, in whole or in part, the list of the Employer's customers, or from rendering any services to any person, fine, corporation, association, or other entity to whom such list, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting the Employer from pursuing any other remedies available to the Employer for such breach or threatened breach, including recovery of damages from the Employee.
7. Future Competitive Business. The Employee agrees that he will not, for a period of _____ year(s) after the termination of his employment for any reason, engage in any way, directly or indirectly, in any business competitive with the Employer's business, nor solicit, or in any manner work for or assist any competitive business, in the following described geographical area: _____.
8. Expenses. The Employer agrees to defray the traveling and moving expenses of the Employee and his family from his residence in _____ to _____, provided said amounts are reasonable and proper and do not exceed the amount of _____ Dollars.

9. Notices. Any notice required or desired to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to his last known residence in the case of the Employee, or to its principal place of business, in the case of the Employer.
10. Waiver of Breach. The waiver by the employer of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee. No waiver shall be valid unless in writing and signed by the Employer.
11. Assignment. The Employee acknowledges that the services to be rendered by him are unique and personal. Accordingly, the Employee may not assign any of his rights or delegate any of his duties or obligations under this Agreement. The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer.
12. Termination upon Sale of Business. Notwithstanding anything to the contrary, the Employer may terminate this Agreement upon thirty (30) days notice to the Employee upon the happening of any of the following events:
 - a. The sale of the Employer's business or substantially all of its assets to a single purchaser or to a group of associated purchasers.
 - b. The sale, exchange, or other disposition, in one transaction, of at least a fifty (50%) percent interest in the Employer's business
 - c. The merger or consolidation of the Employer's business in a transaction in which the owners of the business receive less than a fifty (50%) percent interest in the new or continuing operation.
13. Death During Employment. If the Employee dies during the term of employment, the Employer shall pay to the estate of the Employee one full month of compensation which would otherwise be payable to the Employee if the Employee were alive. In addition, the Employer shall pay _____ Dollars within _____ days after the death of the Employee, to the widow of the Employee, or if he is not then survived by his widow, shares, to those children who are under the age of eighteen (18) years.
14. Vacations. The Employee shall be entitled each year to a vacation of _____ week(s), during which time his compensation shall be paid in full. Each vacation shall be taken over a consecutive period beginning on or after _____ and ending on or before _____.
15. Termination Without Cause. The Employer may terminate this Agreement without cause at any time upon thirty (30) days written notice to the Employee. In such event, the Employee, if requested by the Employer, shall continue to render his services, and shall be paid his regular compensation up to the date of termination and, in addition, there shall be paid to the Employee, on the date of termination, a severance allowance of _____ Dollars less all amounts required to be held and deducted. The Employee may terminate this Agreement without cause upon thirty (30) days written notice to the Employer. In such event, no severance allowance shall be paid to the Employee; but the Employee shall continue to render his services and shall be paid his regular compensation up to the date of termination.
16. Entire Agreement. This Agreement contains the entire understanding of the parties, it may be changed only by an Agreement in writing, signed by the parties hereto.
17. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed, and enforced in accordance with the laws of the State of _____. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the State of _____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as cam, in addition to any other relief to which the prevailing party may be entitled. In such an event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
18. Working Facilities. The Employee shall be provided such other facilities and services as are suitable to his position and appropriate for the performance of his duties.

The parties have executed this Agreement on this _____ day of _____, 20_____

Signature of Employer or Authorized Agent of
Employer's Corporation

Signature of Employee