

Employee Agreement Not To Compete

For good and valuable consideration that is acknowledged, the undersigned, _____, "Employee", shall not engage in a business in any manner similar to, or in competition with, _____, "Company" during the term of his or her employment.

Furthermore, the Employee shall not engage in a business in any manner similar to, or in competition with, the Company's business for a period of _____ (____) years from the date of termination of his or her employment with the Company in the geographical area within a _____ (____) mile radius of any office of the Company, and the geographical area within a _____ (____) mile radius of the Employee's home address.

For the purpose of this agreement, the Employee shall be regarded as engaging in a "business in any manner similar to, or in competition with, the Company's business" if, directly or as an independent contractor or employee of any business, the Employee is engaged in the business of _____ or such other business or businesses as the Company is engaged in either individually or as part of some other business entity or affiliate during the term of the Employee's employment by the Company.

The Employee shall not request any customers of any business then being conducted or contemplated by the Company or its affiliates to curtail or cancel their business with the business or its affiliates.

The Employee shall not disclose to any person, firm, or corporation any trade, technical or technological secrets, any details of organizations or business affairs, any names of past or present customers of the Company or its affiliates or any other information relating to the business or businesses or their affiliates.

The Employee shall not solicit, canvass, or accept any business or transaction for any other person, firm, corporation, or business similar to any business of the Company or its affiliates.

The Employee shall not induce, or attempt to influence, any employee of the Company or its affiliates to terminate employment with the Company or its affiliates or to enter into any employment or other business relationship with any other person, firm, or corporation.

The Employee shall not act or conduct himself in any manner that he shall have reason to believe is contrary to the best interests of the Company or its affiliates.

The Employee acknowledges and agrees that the above restriction is reasonable as to duration and geography, that it is fully enforceable, and waives any objection thereto and covenants to institute no suit or proceeding or otherwise advance any position or contention to the contrary.

The Employee recognizes that immediate and irreparable damage will result to the Company if the Employee breaches any of the terms and conditions of this agreement and, accordingly, the Employee hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against him or her to restrain any such breach in addition to any other remedies or claims for money damages that the Company may seek; and the Employee agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations; and to pay all costs and counsel fees incurred by the Company in enforcing this agreement, which rights shall be cumulative.

Note: This document is for informational purposes only and may not be appropriate for your situation. Please consult an attorney for all legal matters.

The Employee represents and warrants to the Company that his or her experience and capabilities are such that he or she can obtain employment in business without breaching the terms and conditions of this agreement and that his or her obligations under the provisions of this agreement (and the enforcement thereof by injunction or otherwise) will not prevent him or her from earning a livelihood.

The existence of any claim or cause of action of the Employee against the Company, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by the Company of this covenant.

In the event that the Employee is in breach of any of the provisions of this agreement as set forth above, the period of proscription from doing the act or acts that constitute a breach of this agreement shall be extended for a period of _____ (____) years from the date that the Employee ceased, whether voluntarily or by court order, to engage in or do said actions.

The Employee recognizes and agrees that the Company does not have a remedy at law adequate to protect the Company's rights and interests as set forth in this agreement, and the Employee therefore agrees that the Company shall have the right to an injunction enjoining the Employee from violating the provisions of this agreement. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach.

If any action at law or equity is necessary to enforce or interpret the terms of this agreement, the Employee agrees to pay the Company reasonable attorney fees, costs, and necessary disbursements, in addition to any other relief and/or damages to which the Company may be entitled.

In the event that a court of competent jurisdiction determines that this covenant not to compete is unenforceable in whole or in part for any reason, including, without limitation, the duration, scope, and remedies set forth above, then same shall not be void, but rather shall be enforced to the extent that same is deemed to be enforceable by said court, as if originally executed in that form by the parties hereto.

Service of all notice under this agreement shall be sufficient if made by registered mail to the specific party involved herein at his or her respective address hereinafter set forth or as such party may provide from time to time in writing:

For the Company: _____

For the Employee: _____

This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements, whether oral or written, of any nature whatsoever with respect to the term of employment that is the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between the Company and the Employee.

This agreement is not to be changed, modified or terminated unless it is changed in writing, and signed by the parties hereto.

The validity, interpretation, construction and enforcement of this agreement shall be governed by the laws of the State of _____.

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The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereto, and the agreement shall be construed in all respects as though such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties hereto acknowledge, understand, and agree to this agreement. The parties understand and intend to be bound by all of the clauses contained in this document and further certify that they have received signed copies of this agreement on this date.

Employee: _____

For the Company: _____

Date: _____

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