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## **CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

In consideration of my employment or continued employment by the Columbia Association, and in recognition of the fact that as an employee of the Columbia Association I will have access to its customers and its confidential and valuable business information, I hereby agree as follows:

### **1. The Columbia Association's Business**

The Columbia Association is a non-profit, homeowners service organization. The Columbia Association is committed to quality and service to its members and the residents of Columbia in every aspect of its business. I understand that the Columbia Association expects from its employees a high level of competence, cooperation, loyalty, integrity, initiative, and resourcefulness. I understand that as an employee of the Columbia Association, I will have substantial contact with the Columbia Association's residents, members, customers and potential customers.

I further understand that all business and fees generated from such business, including membership and other services rendered, produced or transacted through my efforts, shall be the sole property of the Columbia Association, and that I shall have no right to share in any commission or fee resulting from the conduct of such business other than as compensation referred to in paragraph 3 hereof or as tips received from customers in recognition of services well rendered. All checks or bank drafts received by me from any member, customer or account shall be made payable to the Columbia Association, and all commissions or fees that I may collect shall be in the name of and on behalf of the Columbia Association.

### **2. Duties Of Employee**

I shall comply with all the Columbia Association rules, procedures and standards governing the conduct of employees and their access to and use of the Columbia Association's property, equipment and facilities. I understand that the Columbia Association will make reasonable efforts to inform me of the rules, standards and procedures which are in effect from time to time and which apply to me.

### **3. Compensation And Benefits**

I shall receive from the Columbia Association the compensation mutually agreed upon, which may be adjusted from time to time, as full compensation for services performed under this Agreement. In addition, I may participate in such employee benefit plans and receive such other fringe benefits, subject to the same eligibility requirements, as are afforded other Columbia Association employees in my job classification. I understand that these employee benefit plans and fringe benefits may be amended, enlarged, or diminished by the Columbia Association from time to time, at its discretion.

### **4. Management Of The Columbia Association**

The Columbia Association may manage and direct its business affairs as it sees fit, including, without limitation, the assignment of sales territories or other sales groups or customer accounts, notwithstanding any employee's individual interest in or expectation regarding a particular business location or customer account.

## **5. Termination Of Employment**

The Columbia Association or I may terminate my employment at any time, with or without cause.

## **6. Agreement Not To Compete With The Columbia Association**

A. As long as I am employed by the Columbia Association, I shall not participate directly or indirectly, in any capacity, in any business or activity that is within a 25-mile radius of the Columbia Association and is in competition with the Columbia Association, unless such participation is specifically approved in advance in writing by the President of the Columbia Association.

B. I recognize that I will have access to the confidential information of the Columbia Association and that the Columbia Association's relationships with its members, customers and potential customers constitute a substantial part of its good will. In recognition of those facts and in consideration of my employment rights under this Agreement, I agree that for One (1) year after termination of my employment for any reason, unless I am acting with the Columbia Association's express prior written consent, I shall not, directly or indirectly, in any capacity, solicit or accept business from, provide consulting services of any kind to, or perform any of the services offered by the Columbia Association for any of the Columbia Association's members, customers or prospects with whom I had business dealings on behalf of the Columbia Association during the year preceding the termination of my employment.

## **7. Unauthorized Disclosure Of Confidential Information**

While employed by the Columbia Association and thereafter, I shall not, directly or indirectly, disclose to anyone outside of the Columbia Association any Confidential Information or use any Confidential Information (as hereinafter defined) other than pursuant to my employment by and for the benefit of the Columbia Association.

The term "Confidential Information" as used throughout this Agreement means any and all data or information not generally known outside of the Columbia Association and the disclosure of which is not required by the Maryland Homeowners Association Act, whether prepared or developed by or for the Columbia Association or received by the Columbia Association from any outside source. Such Confidential Information may include customer files, customer lists, business, marketing or sales records, plans, or surveys, and any other record or information relating to the present or future business of the Columbia Association. All Confidential Information and copies thereof are the sole property of the Columbia Association.

Notwithstanding the foregoing, the term Confidential Information shall not apply to information that the Columbia Association has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

## **8. Prior Obligations**

I have informed the Columbia Association in writing of any and all continuing obligations that require me not to disclose to the Columbia Association any information acquired from any previous employer or that limit my opportunity or capacity to compete with any previous employer.

## 9. Employee's Obligation To Cooperate

At any time upon request of the Columbia Association (and at the Columbia Association's expense), I shall execute all documents and perform all lawful acts the Columbia Association considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Agreement.

## 10. Return of Property

At any time upon request of the Columbia Association, I shall return promptly to the Columbia Association, all Confidential Information and all records, files, blanks, forms, materials, supplies, and any other materials furnished, used or generated by me during the course of my employment, and any copies of the foregoing, all of which I recognize to be the sole property of the Columbia Association. Upon termination of my employment, I shall return Columbia Association property to the Columbia Association in accordance with the provisions of the Columbia Association Employee Handbook.

## 11. Special Remedies

I recognize that money damages alone would not adequately compensate the Columbia Association in the event of breach by me of this Agreement, and I therefore agree that, in addition to all other remedies available to the Columbia Association at law or in equity, the Columbia Association shall be entitled to injunctive relief for the enforcement of this Agreement. Failure by the Columbia Association to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions.

## 12. Miscellaneous Provisions

No modification of this Agreement shall be binding upon the Columbia Association or me unless made in writing and signed by me and an authorized officer of the Columbia Association.

My obligations under this Agreement shall survive the termination of my employment with the Columbia Association regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of this Agreement or of any other agreement I may have with the Columbia Association. If any provisions of this Agreement are held or deemed unenforceable or too broad to permit enforcement of such provision to its full extent, then such provision shall be enforced to the maximum extent permitted by law. If any of the provisions of this Agreement shall be construed to be illegal or invalid, the validity of any other provision hereof shall not be affected thereby.

This Agreement shall be governed and construed according to the laws of the State of Maryland.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF ITS PROVISIONS AND THAT I AGREE TO BE FULLY BOUND BY THE SAME.

Employee: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_