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At-Will Employment Agreement — Instructions

The attached At-Will Employment Agreement is intended for use by a private, non-union employer who is hiring an employee who may be terminated, or quit, at any time, for any reason not prohibited by law (refusing to hire or firing an employee because of his or her race, for example, is never permitted). Most employees fall into this at-will category. However, this agreement is not appropriate for independent contractors, nor for employees that are being hired for a specific period of time and can only be fired for specific reasons. Typically, these non-at-will employees are key management personnel or professional, technical, or artistic employees with specialized skills. For such employees, use our Regular Employment Agreement or Key Employee Employment Agreement, each sold separately (the Key Employee Employment Agreement has a different version for California employers).

The remainder of these instructions provide guidance on completing the form's blanks. Be sure to read through the entire agreement and edit or delete any information that is inappropriate for your needs or that does not accurately reflect the employment relationship you wish to create. Some changes may violate federal, state, or local law, so you may need to retain a local employment lawyer if you wish to modify the agreement or ensure that it is appropriate for your intended use.

Preliminary data. Enter the employer name, type of organization first, and then the employee's name and address. By type of organization, specify whether the employer is a sole proprietorship, corporation, limited liability company, partnership, etc. Be sure to delete the prompts in *[red italicized brackets]* throughout the agreement as you fill out the blanks – these are present only to help you complete the form and are not intended to be part of the final agreement.

1. Enter the employee's job title and describe the duties and place(s) of work, if applicable. Attach additional sheets, if necessary, and in that case, label it "Attachment A" and write "See Attachment A" in the form's blank. Indicate whether the employee will be working full or part time.

2. Enter the date the employee will start work, if known. If it's not known, get as close as you can, e.g., "o/a July 2009" or "TBD". Because the employment is at-will, no termination date is required – even if the employee is being hired for a short-term project or seasonal work and a termination date is known. The employer may still terminate the employer on an earlier than intended date for poor performance or others reasons, or choose to extend the original term of employment. Basically, at-will employment starts, and then continues until either the employer or the employee chooses to terminate it. If you do know the anticipated termination date, you may enter it by using the optional language in the brackets; doing so does not change the at-will nature of the employment relationship created by this agreement.

3. Enter the pay rate and any benefits here. Be sure to pay at least the applicable minimum wage, comply with all labor laws, and provide any benefits to your employees that federal, state, and local law compels you to. You may and should change the pay day schedule to reflect how and when employees will actually be paid, but some states have requirements that employees be paid within a certain amount of time following the performance of the work, or a minimum number of times per month.

6. Fill in the name of the County (or Parish) and State in which you do business.

Signature block. Be sure that each party signs the agreement and receives a complete copy of it for their respective records. Signing in counterparts means that each party signs a different physical copy of the agreement (e.g., because they are not in the same city). When combined together, a complete,

signed copy of the agreement is created, regardless of the fact that each party signed on different pieces of paper.

DELETE THIS PAGE WHEN FINISHED

At-Will Employment Agreement

This At-Will Employment Agreement ("Agreement") is made and entered into this _____ day of _____, 200__, by and between _____, which is organized in the State of _____ as a _____ *[corporation/limited liability company/sole proprietorship/etc.]*, with a principal place of business at _____ ("Employer") and _____, an individual residing at _____ ("Employee").

Employer hereby employs Employee, and Employee agrees to work for Employer, under the following terms and conditions:

1. DESCRIPTION OF EMPLOYEE'S DUTIES

Employee shall have the job title of _____ and job duties including _____
_____ *[state nature of work]*,
to be performed at _____ *[state place where work to be done]*, on a full time/part time *[choose one]* basis, and shall devote his time and attention and best efforts to this employment during business hours.

2. CONDITIONS OF EMPLOYMENT

Employee shall commence work on _____ *[Date. If an anticipated end date is known ahead of time, you may add, ", and shall conclude work on _____"]*. In consideration of Employer entering into this Agreement, Employee agrees to conform to the policies and rules of Employer as amended from time to time. Each Party to this Agreement further agrees that Employee's employment with Employer is "at-will" and that Employee's employment can be terminated, with or without cause, and with or without advance notice, at any time, at the option of either Employee or Employer.

3. COMPENSATION

For Employee's work, Employer agrees to pay Employee the sum of _____ dollars per hour *[for week, month, year or as otherwise agreed and permitted by law, plus any benefits provided]*, payable each Friday in the week following the week in which the work was performed.

4. NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS

Employee will not, at any time during Employee's employment or thereafter, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any third party in any manner whatsoever any of Employer's confidential information of any kind, nature, or description concerning any

matters affecting or relating to the business of Employer, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of Employer, its manner of operation, or its trade secrets, plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed material or important.

Employee will return to Employer all documents relating to Employer, including without limitation all drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to Employer's business, or in any way obtained by the Employee during the course of employment. Employee further agrees not retain any copies, electronic or otherwise, of the foregoing, nor allow any third party to examine, copy, retain, publish, distribute, or sell such material.

5. REMEDIES

Each of the Parties to this Agreement shall be entitled to enforce its rights under this Agreement, specifically, to recover damages and costs (including attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The Parties to this Agreement agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement, and, that any Party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

6. APPLICABLE LAW & JURISDICTION

This Agreement shall be deemed to be made and performed in, and shall be governed and construed in accordance with the laws of the State of _____ and of the United States of America without regard to conflicts of laws provisions. The Parties further consent to the jurisdiction of the state and federal courts located in _____ County [or Parish], State of _____.

7. MISCELLANEOUS PROVISIONS

Excepting rules and regulations promulgated and communicated to Employee from time to time by Employer relating to Employee's conduct and job performance at work, this Agreement represents the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement, and supersedes any prior agreement or understanding, written or oral, of the Parties with regard to the subject matter of this Agreement.

No modification or change in this Contract shall be valid or binding upon the Parties unless made in writing and executed by the Parties.

All terms, conditions, and warranties not performed at the time of the execution of this Agreement shall survive such execution.

Each Party agrees that it neither has nor will give the appearance or impression of possessing the legal authority to bind or to commit any other party in any way except as provided in this Agreement.

This Agreement has been fully reviewed and negotiated by the Parties, and the Parties have had the opportunity to retain and confer with legal counsel. Accordingly, any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to said Party.

In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Any failure on the part of either Party to insist upon the performance of this Agreement or any part of this Agreement shall not constitute a waiver of any right under this Agreement.

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. As context requires, the singular shall mean and include the plural and vice versa, and the masculine shall include the feminine and vice versa.

Employer: _____

By: _____

Title: _____

Employee: _____

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