**Employee Agreement**

The purpose of the 'Employee Agreement' is to formalize the employment arrangement. The employer has obtained the employee's commitment of loyalty for the term of the agreement, and the employee is reasonably assured of the continuation of his or her employment during that time. Employment laws very greatly from state to state and situation to situation. In some circumstances, it may be best to not have an agreement and thus create employment 'at will' of the employer. Be certain to consult competent counsel in organizing your employee relations.

Legal counsel should also be sought in executing the provision restricting the employee's future employment with a new employer, the so-called 'estrictive covenant.' In deciding whether to enforce such a provision, courts will always look to whether the restrictions placed on the employee are 'reasonable.' Thus, geographic limitations placed on whether the employee may find new work and the time limit within which the employee is forbidden to work in the restricted location must both be reasonable. What is reasonable varies from case to case, depending on the employer's geographic scope, the availability of work within the confines of the agreement, and the sensitivity of the employee's knowledge.

RESELLER

STREET ADDRESS

DEALER CITY, DEALER STATE, DEALER ZIP

**EMPLOYEE AGREEMENT**

As a prerequisite of, and as consideration for employment as a \_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, you are required to understand and accept the terms and conditions set forth in this EMPLOYEE AGREEMENT (the “Agreement”). This Agreement is enforceable during your tenure, and regardless of the reason for your separation, for an additional two calendar years beyond the termination of employment.

It is not the intent of the Agreement to discourage employees from pursuing their own business interests, but to protect \_\_\_\_\_\_\_\_, from losing its earned market share, its customer base, and its employees, thereby protecting the security of other Company employees. To protect those interests, you agree that during the course of your employment and thereafter for a period of two (2) years, you will not disclose to anyone (except to the extent reasonably necessary for the Employee to perform his duties hereunder or as may be required by law) any Confidential Information concerning the business or affairs of \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Confidential Information includes, but is not limited to lists of customers, records relating to customers, business plans, business negotiations, market information, financial and cost information, pricing information, price sheets, sales strategies, and scientific and technical information (whether belonging to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or entrusted to the Company by a third party), which you acquire during the course of, or incident to the performance of your duties. You are not prohibited from disclosing information which is available to the public or which is a matter of general business knowledge or experience.

In the event that you violate the terms and conditions of this Agreement, you agree that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be entitled to an injunction restraining you from either competing against the Company in violation of this Agreement or from disclosing Confidential Information. Nothing in this Agreement shall be construed as preventing the Company from seeking any other legal remedy for such breach or threatened breach. You further acknowledge that the damage that will be caused to \_\_\_\_\_\_\_\_\_\_ from a breach or threatened breach will be difficult to quantify, and you understand that a fair and appropriate measure of liquidated damages is the sum of $100,000.00. You further understand that you will be responsible for all legal fees and costs incurred by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in enforcing the terms of this EMPLOYEE AGREEMENT. The Company’s delay or failure to exercise any right or to pursue any remedy will not impair any such right or remedy or be construed as a waiver to the Agreement.

By signing this Agreement, you understand that you are not guaranteed future employment, and that your employment status will be “at will.” You further acknowledge that if any provision of this Agreement is deemed invalid, the provision shall be modified to eliminate any invalid element. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions. This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_.

I understand the terms and conditions presented herein and agree to accept them as a condition of my employment as a \_\_\_\_\_\_\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 ACCEPTED AND AGREED TO:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Date)

 Sworn and subscribed to me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary