**Employee Contract**

The purpose of the "Employee Contract" 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 vary greatly from state to state and situation to situation. In some circumstances, it may be best to not have an agreement. 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 "restrictive 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.

**EMPLOYEE CONTRACT**

AGREEMENT made this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "The Employer" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "The Employee."

W I T N E S S E T H :

WHEREAS, the Employer above named has for many years engaged in the business of servicing and maintaining, and selling business equipment and related supplies in the (City of) (Counties of) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and;

WHEREAS, the Employee desires to become employed by the Employer to serve and perform such duties in such manner as company may from time to time direct and;

WHEREAS, the Employer and Employee are desirous of arranging for the continuation of such relationship between the Employer and Employee and also to arrange for the rights of the parties following the severance of such relationship.

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. The Employee hereby agrees to devote his entire time, skill, ability, labor and attention to the said employment to the complete satisfaction of the Employer during the term of this Agreement. Employee further agrees to observe all working hours, not to either during the term of his employment or at any time thereafter disclose to any person, firm, or corporation any information concerning the business or the affairs of the Employer which he may have acquired in the course of or as incident to his employment hereunder for his own benefit or to the detriment or probable detriment of the Employer, not to engage on the termination for any cause whatsoever of his employment in the same or similar line of business as that now carried by the Employer or to engage to work for any individual, firm, or corporation engaged in such a line or similar line of business in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert appropriate geographic area) for a period of one year (this must be reasonable) from the time the employment under this Contract ceases. Employee further agrees for a period of one year from the termination of this Agreement for any cause whatsoever, not to solicit or cause any other person to solicit the business of the customers of the Employer appearing on the books of the Employer on the date of this Agreement or at the termination of this Agreement.

2. The salary of the said Employee during the term of this Agreement shall be \_\_\_\_\_\_\_\_\_ dollars payable weekly (or monthly or semi-monthly, whatever the case may be). In addition, Employee shall be entitled to \_\_\_\_\_\_\_\_\_\_ vacation days and \_\_\_\_\_\_\_\_\_\_ personal days each year. Vacation and personal days may not be carried forward beyond the year earned.

3. The term of this Agreement shall be twelve months from the date first set forth above and shall be automatically renewed for a like twelve month period each year, unless terminated for cause or upon two weeks advance notice by either party.

4. The Employer reserves the right to terminate its obligations under Paragraph 2 of this Agreement in the event of the death of the Employee or 30 days after such physical or mental disability as would prevent the performance of the duties of this employment, or immediately in the event of any act of dishonesty, fraud, misrepresentation, or other act of moral turpitude. Employee shall not be entitled to any compensation following termination.

5. Employee agrees that in performing his obligations under this Contract in selling and/or offering to sell products and equipment, he will not (a) misrepresent the manufacturer's specifications and/or capabilities of the products offered; (b) engage in any false or deceptive act or practice; or (c) engage in activities not specifically authorized by Employer.

6. This Agreement constitutes and expresses the whole Agreement of the parties hereto in reference to any employment of the Employee and in reference of any of the matters or things herein provided for or herein discussed or mentioned in reference to such matters, all promises, representations or understandings relative thereto being merged herein.

7. The parties hereto recognizing that irreparable injury will result to the Employer's business and property in the event of a breach of a covenant herein made by the Employee and that the said employment is based primarily upon the covenants and assurances herein made and evidenced. It is agreed that in such event the Employer shall be entitled in addition to any other remedies and damages available to an injunction to restrain the violation thereof by Employee, his partners, agents, servants, employers and employees and all persons acting for or with him.

8. The Employee represents and admits that in the event of the termination of his employment for any cause whatsoever, his experience and capabilities are such that he can obtain employment from a business engaged in other lines and/or of a different nature and that the importance of a remedy by way of injunction will not prevent him from earning a livelihood.

9. Employee agrees to observe the rules and regulations of the Employer and be bound by the policies of Employer's Personnel Manual which may be modified from time to time in Employer's sole discretion.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Employer: Employee:

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