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| |  | | --- | | **EMPLOYMENT AGREEMENT**            Agreement made between                                         (name of employer) of                                                                                                (address), City of                          , County of                                 , State of                                , herein referred to as employer, and                                          (name of employee) of                                                                                            (address), City of                              , County of                               , State of                             , herein referred to as employee.  **RECITALS**            1. Employer is engaged in the business of                                           and maintains a branch office at                                                                              (address), City of                                   , County of                            , State of                                 .           2. Employee has been engaged and has had a great deal of experience in the above-designated business.           3. Employee is willing to be employed by employer, and employer is willing to employ employee, on the terms, covenants, and conditions hereinafter set forth.           For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, employer and employee agree as follows:  **SECTION ONE EMPLOYMENT**            Employer hereby employs, engages, and hires employee as a                                                                                         (designate position) to                                                                                        (designate duties), and employee hereby accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of employer. Employee shall perform such other duties as are customarily performed by one holding such position in other, same or similar business or enterprises as that engaged in by employer, and shall also additionally render such other and unrelated services and duties as may be assigned to him/her from time to time by employer. |   This is not a substitute for legal advice.  [An attorney must be consulted.](http://www.lawyerslistings.com/)Copyright © 2003 - 2009 by LAWCHEK, LTD. |

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| |  | | --- | | **SECTION TWO BEST EFFORTS OF EMPLOYEE**            Employee agrees that he/she will at all times faithfully, industrially, and to the best of his/her ability, experience, and talents, perform all of the duties that may be required of and from him/her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of employer. Such duties shall be rendered at                                                                                                                (address), City of                                 , State of                                 , and at such other place or places as employer shall, in good faith, require or as the interest, needs, business or opportunity to employer shall require.  **SECTION THREE TERM OF EMPLOYMENT (OPTIONAL)**             The term of this agreement shall be a period of         years, commencing on                                 ,         , and terminating on                                 ,         , subject, however, to prior termination as hereinafter provided. At the expiration date of                                 ,         , this agreement shall be considered renewed for regular periods of one year, provided neither party submits a notice of termination.           The term of this agreement shall commence on the            day of                                 ,          . The employer's employment of employee is at will, and employment may be terminated by either party at any time for any reason.  Termination does not void sections 7, 8, 9 and 10.  **SECTION FOUR COMPENSATION OF EMPLOYEE**            Employer shall pay employee, and employee shall accept from employer, in full payment for employee's services hereunder, compensation at the rate of                  dollars ($             ) per annum, payable twice a month on the             (ordinal number) and             (ordinal number) days of each month while this agreement shall be in force.           Employer shall reimburse employee for all necessary expenses incurred by employee while traveling pursuant to employer's directions. |     This is not a substitute for legal advice.  [An attorney must be consulted.](http://www.lawyerslistings.com/)Copyright © 2003 - 2013 by LAWCHEK, LTD. |

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| |  | | --- | | **SECTION ELEVEN EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER**            Notwithstanding anything herein contained to the contrary, employee shall not have the right to make any contracts or commitments for or on behalf of employer without first obtaining the written consent of employer.  **SECTION TWELVE AGREEMENTS OUTSIDE OF CONTRACT**            This contract contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date, stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that he/she has relied on his/her own judgment in entering into this agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with this or any dealings with the other party.  **SECTION THIRTEEN MODIFICATION OF CONTRACT**            No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceedings, arbitration or litigation between the parties hereto arising out of or affecting this agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.  **SECTION FOURTEEN NON-COMPETITION**            Employee agrees that during the term of this agreement or for five years immediately following the termination of this agreement, regardless of whether |   This is not a substitute for legal advice.  [An attorney must be consulted.](http://www.lawyerslistings.com/)Copyright © 2003 - 2013 by LAWCHEK, LTD. |

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| |  | | --- | | employer or employee initiates the termination hereof, the employee, for him/herself or on behalf of any other person, firm, partnership, or corporation, will not sell, solicit or, in any way, do business on a direct or indirect basis with any of the product lines or customers of the employer in the cities or towns in which employer does business, nor will directly or indirectly for him/herself or on behalf of another person, firm, partnership, or corporation solicit or attempt to solicit the business or patronage of any firm, corporation, or partnership who are customers of the employer within a           mile radius of the cities and towns in which the employer does business. This restriction applies to product lines and use of employer's customer information that the employee has had available to him/her.  **SECTION FIFTEEN BREACH**            In the event of a breach of the terms and/or provisions 8, 9, or 14, employer shall be entitled to liquidated damages in the amount of $                  . In the event of a breach or threatened breach of the terms and/or provisions of sections 8, 9, or 14, employer shall be entitled to an injunction restraining such breach, but nothing herein contained shall be construed as prohibiting employer from pursuing any other remedy available to it for such breach or threatened breach. In the event of breach, the employer shall be entitled to recover court costs and reasonable attorney fees.  Employee acknowledges and agrees that adherence to terms and conditions of this agreement does not preclude the employee from earning a livelihood. Its purpose is to protect employer's legitimate, protectable interests and confidential business information, trade secrets, trademark, patents, copyrights, customers and accounts.  **SECTION SIXTEEN SEVERABILITY**            All agreements and covenants contained herein are severable, and in the event any of them, with the exception of those contained in Sections One and Four hereof, shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein. |   This is not a substitute for legal advice.  [An attorney must be consulted.](http://www.lawyerslistings.com/)Copyright © 2003 - 2013 by LAWCHEK, LTD. |

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