

AT-WILL EMPLOYMENT AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Employer Name: _____

Employer Address: _____

Employee Name: _____

Employee Address: _____

RECITALS:

WHEREAS, Employer desires to employ Employee and Employee desires to accept such employment on the terms set forth herein; and WHEREAS, the parties agree that the employment relationship is at-will and may be terminated by either party at any time, with or without cause or prior notice.

1. EMPLOYMENT:

Employer hereby employs Employee, and Employee accepts employment, upon the terms and conditions set forth in this Agreement.

2. AT-WILL EMPLOYMENT:

The employment relationship is at-will. Either Employer or Employee may terminate the employment relationship at any time, with or without cause and with or without notice. This Agreement does not create a contract for employment for any specific duration.

3. POSITION AND DUTIES:

Employee shall serve in the position agreed upon by the parties and shall perform all duties customarily associated with such position and as assigned by Employer. Employee agrees to devote full time and attention to the performance of Employee's duties.

4. COMPENSATION:

Employer shall pay Employee compensation at the rate agreed upon by the parties. Compensation shall be paid in accordance with Employer's standard payroll practices and subject to all applicable withholdings and deductions required by law.

5. BENEFITS:

Employee may be eligible for certain benefits as determined by Employer's policies and applicable law. Nothing in this Agreement guarantees Employee any specific benefits.

6. CONFIDENTIALITY:

Employee acknowledges that during the course of employment, Employee will have access to confidential and proprietary information of Employer. Employee agrees not to disclose such information during or after the termination of employment, except as required by law or authorized by Employer.

7. OWNERSHIP OF WORK PRODUCT:

All works, inventions, discoveries, improvements, processes, developments, and trade secrets created or developed by Employee during the term of employment that relate to Employer's business shall be the exclusive property of Employer.

8. NON-COMPETE AND NON-SOLICITATION:

To the extent enforceable under applicable law, Employee agrees that for a period following the termination of employment, Employee will not directly or indirectly compete with Employer or solicit Employer's clients, customers, or employees.

9. TERMINATION:

Employment may be terminated by either party at any time, with or without cause or notice. Upon termination, Employee shall promptly return all Employer property and confidential information.

10. SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of laws principles.

12. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

13. AMENDMENTS:

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

14. WAIVER:

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought.

15. NOTICES:

All notices required or permitted under this Agreement shall be in writing and deemed delivered when sent by hand, certified mail, nationally recognized overnight courier, or electronic means with confirmation of receipt.

16. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

17. COUNTERPARTS:

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

EMPLOYER'S SIGNATURE

EMPLOYEE'S SIGNATURE

Signature: _____

Signature: _____

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