

# 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 upon the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### 1. Position and Duties

Employee shall be employed as \_\_\_\_\_ and shall perform all duties customary to that position and as reasonably assigned by Employer. Employee agrees to devote full working time and attention to the business of Employer and to perform Employee's duties faithfully and efficiently.

### 2. Term of Employment

The employment relationship shall commence on the Effective Date and shall continue until terminated by either party in accordance with this Agreement.

### 3. Compensation

Employer shall pay Employee a salary of \$\_\_\_\_\_ per year, payable in accordance with Employer's standard payroll practices and subject to applicable tax withholdings and deductions.

### 4. Benefits

Employee shall be entitled to participate in any employee benefit plans and programs maintained by Employer, subject to the terms and conditions of such plans and Employer's policies.

### 5. Confidentiality and Proprietary Rights

Employee agrees to maintain the confidentiality of all proprietary and confidential information of Employer during and after the term of employment. Employee further agrees that all work product created in connection with Employee's employment shall be the exclusive property of Employer.

### 6. Non-Competition and Non-Solicitation

During the term of employment and for a period of one (1) year thereafter, Employee shall not engage in any business competitive with Employer, nor solicit Employer's customers or employees, within the geographic area where Employer conducts its business.

### 7. Termination

Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. Upon termination, Employee shall promptly return all Employer property and confidential information.

## **8. At-Will Employment**

Nothing in this Agreement shall be construed to alter the at-will nature of the employment relationship unless otherwise agreed in writing.

## **9. Governing Law**

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

## **10. Dispute Resolution**

Any disputes arising under or in connection with this Agreement shall be resolved exclusively by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction.

## **11. Entire Agreement**

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

## **12. Amendments**

Any modification or amendment of this Agreement must be in writing and signed by both parties.

## **13. Severability**

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

## **14. Waiver**

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

## **15. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or by nationally recognized overnight courier to the addresses set forth above or such other address as either party may designate in writing.

## **16. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means, including by PDF or facsimile.

## **17. No Assignment**

Employee may not assign or delegate any rights or obligations under this Agreement without Employer's prior written consent. Employer may assign its rights and obligations without Employee's consent.

## **18. Compliance with Policies**

Employee agrees to comply with all Employer policies, procedures, and rules as may be in effect from time to time.

## **19. Employment Eligibility**

Employee represents and warrants that Employee is legally authorized to work in the United States.

## **20. Signatures**

The parties have executed this Agreement as of the Effective Date.

**EMPLOYER'S SIGNATURE**

**EMPLOYEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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