

EMPLOYMENT SEPARATION AGREEMENT

Location: _____ Effective Date: _____

Parties:

This Employment Separation Agreement (the "Agreement") is entered into by and between:

Employer Name: _____
Employer Address: _____
Employee Name: _____
Employee Address: _____

Recitals:

WHEREAS, Employee has been employed by Employer; and WHEREAS, the parties desire to amicably separate their employment relationship and resolve all claims and obligations arising out of the employment; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Separation Date

The parties agree that Employee's last day of employment with Employer (the "Separation Date") shall be as mutually agreed upon and documented in writing by the parties.

2. Separation Payment

Employer agrees to provide Employee with a separation payment in the total gross amount of \$_____, less applicable taxes and withholdings, payable according to the schedule set forth herein or on the Separation Date.

3. Benefits

Employee's eligibility to participate in Employer's benefit plans shall cease on the Separation Date, except as required by law or as specifically provided in any separate written agreement.

4. Release of Claims

In exchange for the separation payment and other consideration, Employee hereby releases and forever discharges Employer, its affiliates, successors, assigns, and their respective officers, directors, employees, agents, and representatives, from any and all claims, demands, liabilities, rights, and causes of action of every nature and description, whether known or unknown, arising out of or related to Employee's employment or separation thereof, including but not limited to claims under federal, state, or local laws, statutes, regulations, or ordinances.

5. Confidentiality

Employee agrees to keep the terms and conditions of this Agreement confidential and shall not disclose such information to any third party except as required by law or agreed upon in writing.

6. Non-Disparagement

Employee agrees not to make any disparaging or defamatory statements regarding Employer, its business, officers, directors, or employees.

7. Return of Property

Employee agrees to return all Employer property, including but not limited to keys, equipment, documents, and electronic devices, on or before the Separation Date.

8. Non-Admission

This Agreement does not constitute an admission by Employer of any wrongdoing or liability.

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. Entire Agreement

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

11. Modification

This Agreement may not be modified or amended except by a written instrument signed by both parties.

12. Severability

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

13. Voluntary Agreement

Employee acknowledges that Employee has read and understands this Agreement, has had the opportunity to consult with legal counsel, and is entering into this Agreement voluntarily and without coercion.

14. No Other Claims

Employee represents that Employee has not filed any claims or lawsuits against Employer other than those released herein, and agrees not to file any such claims in the future related to employment or separation.

15. Cooperation

Employee agrees to cooperate with Employer in any matters arising out of Employee's employment or separation, including providing truthful information if requested.

16. Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.

17. Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

18. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and execution by electronic signature or PDF shall have the same force and effect as an original signature.

19. No Obligation to Rehire

Nothing in this Agreement shall be construed as an obligation by Employer to rehire Employee or provide future employment.

20. Acknowledgment

Employee acknowledges receipt of a copy of this Agreement and fully understands its terms and conditions.

EMPLOYER'S SIGNATURE

EMPLOYEE'S SIGNATURE

Signature: _____

Signature: _____

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