

# STANDARD EMPLOYMENT AGREEMENT

This **Employment Agreement (“Agreement”)** is made and entered into between [Employer Name], a [Employer's state of incorporation] corporation with its principal place of business at \_\_\_\_\_ (“Employer”), and [Employee Name], residing at \_\_\_\_\_ (“Employee”) (collectively referred to as the “Parties”) on \_\_\_ of \_\_\_\_\_ 20 \_\_\_ (the “Effective Date”).

## 1. Employment

Employer agrees to employ Employee, and Employee agrees to work for Employer, subject to the terms and conditions of this Agreement.

## 2. Position and Duties

Employee shall be employed in the position of \_\_\_\_\_ and shall perform such duties (add a list of duties) as are assigned by Employer from time to time. Employee shall comply with all reasonable rules, policies, and procedures established by Employer.

## 3. Compensation

Employee shall be paid a base salary of [Salary Amount in Dollars] per

- Monthly
- Bi-Monthly
- Other: \_\_\_\_\_

in accordance with Employer's regular payroll procedures. Employee's salary shall be subject to all applicable withholding taxes and other deductions as required by law.

#### **4. Benefits**

Employee shall be eligible to participate in such employee benefit plans (add a list of the benefit plans) as may be established by Employer from time to time for its employees, subject to the terms and conditions of such plans.

#### **5. Termination**

Either party may terminate this Agreement at any time, with or without cause, upon \_\_\_\_\_ days' written notice to the other party. In the event of termination, Employee shall be entitled to receive any earned but unpaid salary and any other benefits due under this Agreement.

#### **6. Confidentiality**

Employee agrees to maintain in strict confidence all confidential information belonging to Employer, including but not limited to trade secrets, customer lists, financial information, and business plans, and shall not use or disclose such information except as required in the performance of Employee's duties for Employer.

#### **7. Non-Competition**

During the term of this Agreement and for \_\_\_\_\_ months following termination of this Agreement, Employee shall not directly or indirectly engage in any business competitive with Employer or solicit or accept business from any of Employer's customers.

## **9. Probationary Period**

The first \_\_\_\_\_ days of employment shall be considered a probationary period. During this period, either party may terminate this Agreement without cause upon \_\_\_\_\_ days' written notice to the other party.

## **10. Intellectual Property**

Employee agrees that all intellectual property created by Employee during the term of this Agreement, including but not limited to inventions, discoveries, designs, and copyrights, shall be the sole and exclusive property of Employer. Employee agrees to execute any documents necessary to transfer ownership of such intellectual property to Employer.

## **11. Non-Solicitation**

During the term of this Agreement and for [Non-Solicitation Period] months following termination of this Agreement, Employee shall not directly or indirectly solicit or attempt to solicit any employees of Employer to leave their employment with Employer.

## **12. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

## **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_, without giving effect to its conflict of laws provisions. Any dispute arising under or in connection with this Agreement shall be resolved exclusively by the state or federal courts located in (Enter name of county) \_\_\_\_\_, and the Parties hereby consent to the jurisdiction of such courts.

#### 14. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, sent by certified or registered mail, return receipt requested, or sent by email with confirmation of receipt.

#### 15. Amendments

This Agreement may not be amended or modified except in writing signed by both parties.

#### 9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_