

EMPLOYMENT SEPARATION (SEVERANCE) AGREEMENT

This **Employment Separation (Severance) Agreement (the "Agreement")** is entered into between [Employer Name] _____, with address located at _____ (the "Employer") and [Employee Name] _____, (the "Employee") with address located at _____, effective as of _____

20 _____

Terms and Conditions

- 1. Separation Date and Reason for Separation.** The Employee's employment with the Employer will end effective as of [Separation Date]. The reason for the Employee's separation is [Reason for Separation].
- 2. Severance Payment.** In exchange for the Employee's acceptance of the terms of this Agreement, the Employer will pay the Employee a severance payment in the amount of [Severance Amount in Dollars]. This payment will be subject to applicable taxes and deductions and will be paid to the Employee within _____ days following the Employee's execution and delivery of this Agreement.
- 3. Benefits Continuation.** The Employee's benefits will continue through [Benefits Continuation Date] mm/dd/yyyy in accordance with the Employer's standard policies and procedures. After this date, the Employee will be responsible for any continuation of benefits in accordance with COBRA or other applicable laws.
- 4. Return of Property.** The Employee agrees to return all property of the Employer, including but not limited to laptops, phones, keys, documents, and any other materials belonging to the Employer, by the Separation Date.
- 5. Non-Disparagement.** The Employee agrees that he/she will not disparage the Employer, its employees, officers, or directors, either orally or in writing, to any third party.
- 6. Confidentiality.** The Employee agrees that he/she will not disclose any confidential information of the Employer, including but not limited to trade secrets, business plans, financial information, or customer lists, to any third party.
- 7. Release of Claims.** The Employee agrees to release the Employer and its employees, officers, and directors from any and all claims, causes of action, or other liabilities arising out of or related to the Employee's employment with the Employer or the termination of that employment.

8. **Cooperation.** The Employee agrees to cooperate with the Employer in connection with any legal, regulatory, or other proceedings involving the Employer or its business, to the extent that such cooperation does not conflict with the Employee's other obligations.
9. **Non-Competition.** The Employee agrees that for a period of _____ months following the Separation Date, he/she will not directly or indirectly engage in any business that competes with the business of the Employer within [Non-Competition Area] miles of any of the Employer's locations where the Employee worked during his/her employment with the Employer.
10. **Non-Solicitation.** The Employee agrees that for a period of _____ months following the Separation Date, he/she will not directly or indirectly solicit, induce, or attempt to solicit or induce any employee, independent contractor, or customer of the Employer to terminate their employment or business relationship with the Employer.
11. **Governing Language.** The parties acknowledge that this Agreement has been drafted in the English language, which shall be the controlling language of this Agreement. If any translation of this Agreement is necessary, the parties agree that the English language version shall control and take precedence over any other translations.
12. **Attorneys' Fees.** In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such dispute.
13. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
14. **No Admission of Liability.** This Agreement shall not be construed as an admission of liability by the Employer, its employees, officers, or directors, and the Employer specifically denies any liability or wrongdoing in connection with the Employee's employment or the termination of that employment.
15. **No Oral Modification.** This Agreement may not be amended, modified, or supplemented except in writing signed by both parties.
16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
17. **Notices.** Any notice, request, demand, or other communication required or permitted by this Agreement shall be in writing and shall be deemed to have been given when received if delivered personally or by overnight delivery, or when sent by email with confirmation of receipt.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of _____

19. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties.
20. **Amendment.** This Agreement may only be amended by written agreement executed by both parties.
21. **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.

IN WITNESS WHEREOF, the parties have executed this Employment Separation (Severance) Agreement as of the date first above written.

Employee Signature: _____

Name: _____

Date: _____

Employer Signature: _____

Name: _____

Title: _____ **Date:** _____