

EMPLOYMENT CONTRACT

THIS AGREEMENT, dated _____, between _____, _____, the Employer a corporation a company, (hereafter referred to as "the Employer"), created under the laws of the State of _____, and _____ (name), of _____ (state) (the Employee).

The Employer and the Employee agree as follows:

1. The Employer hereby employs the Employee and the Employee hereby enters the employ of the Employer as _____ (title) at _____ (address), _____ (city), _____ (state), for a term beginning _____ and ending _____, unless sooner terminated under Section 6 of this agreement.

2. During the period of this agreement, including all extensions and renewals, the Employee agrees to devote all of his/her working and professional time and efforts to the interests of the Employer and to perform his/her duties in an efficient, trustworthy, and competent manner. Following the termination of this agreement for any reason, the Employee agrees not to engage in the management of a _____ business for a period of _____ years within _____ miles of any significant place of business of the Employer.

3. The duties of the Employee shall be as follows:

4. For the services rendered under this agreement, the Employee shall be compensated by the Employer as follows:

An hourly wage of \$ _____, payable _____.

An annual salary of \$ _____, payable _____.

The following death, disability, retirement, profit-sharing, and other benefits:

The following other compensation:

5. It is expressly understood and agreed as follows:

a. All inventions, patents, copyrights, developments and ideas and concepts developed by the Employee during the course of his/her employment under this agreement shall be the exclusive property of the Employer.

b. The Employee shall have no right, either during or after employment under this agreement, to use, sell, copy, transfer, or otherwise make use of, either for himself/herself or for any persons other than the Employer, any of the confidential business information and trade secrets of the Employer.

6. Should the Employee, during any period covered by this agreement fail to perform his/her duties by reason of illness, injury, or other incapacity, and should such nonperformance continue for a period of _____ consecutive months, the Employer shall have the right to terminate this agreement upon 30 days prior written notice mailed or delivered to the Employee at the following address: _____

_____. In the event of termination under this Section 6, the Employee shall be entitled to termination benefits payable at the effective date of the termination equal to his/her then monthly fixed salary under Section 4 of this agreement times the number of whole months this agreement has been in effect divided by 12.

7. If this agreement is terminated by the Employer prior to its expiration, other than under Section 6 hereof, the Employer shall pay to the Employee liquidated damages in the amount provided under this Section 7 in full satisfaction of all claims, liabilities, and damages owing or owed to the Employee by the Employer as a result of such termination. The amount of the liquidated damages shall be determined as follows:

8. The Employer shall not merge into or otherwise combine with another employer, or sell or transfer all or substantially all of its assets to another entity during the term of this agreement unless such other employer or entity shall assume this agreement and upon such assumption the Employee and the other employer or entity shall become obligated to perform the terms and conditions of this agreement.

9. Under the expiration of the term of this agreement as specified in Section 1 hereof, this agreement may be renewed for successive one-year periods upon the consent of both parties, under the terms and conditions contained in this agreement, except that upon renewal the compensation of the Employee under Section 4 may be revised as negotiated and agreed upon by the parties at the time of renewal.

10. Additional agreements:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date first above appearing.

Employee

Employer

By _____