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## At-Will Employment Agreement

This At-Will Employment Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_, which is organized in the State of \_\_\_\_\_ as a \_\_\_\_\_ [*corporation/limited liability company/sole proprietorship/etc.*], with a principal place of business at \_\_\_\_\_ ("Employer") and \_\_\_\_\_, an individual residing at \_\_\_\_\_ ("Employee").

Employer hereby employs Employee, and Employee agrees to work for Employer, under the following terms and conditions:

### 1. DESCRIPTION OF EMPLOYEE'S DUTIES

Employee shall have the job title of \_\_\_\_\_ and job duties including \_\_\_\_\_ [*state nature of work*], to be performed at \_\_\_\_\_ [*state place where work to be done*], on a full time/part time [*choose one*] basis, and shall devote his time and attention and best efforts to this employment during business hours.

### 2. CONDITIONS OF EMPLOYMENT

Employee shall commence work on \_\_\_\_\_ [*Date. If an anticipated end date is known ahead of time, you may add, ", and shall conclude work on \_\_\_\_\_".*]. In consideration of Employer entering into this Agreement, Employee agrees to conform to the policies and rules of Employer as amended from time to time. Each Party to this Agreement further agrees that Employee's employment with Employer is "at-will" and that Employee's employment can be terminated, with or without cause, and with or without advance notice, at any time, at the option of either Employee or Employer.

### 3. COMPENSATION

For Employee's work, Employer agrees to pay Employee the sum of \_\_\_\_\_ dollars per hour [*or week, month, year or as otherwise agreed and permitted by law, plus any benefits provided*], payable each Friday in the week following the week in which the work was performed.

#### 4. NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS

Employee will not, at any time during Employee's employment or thereafter, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any third party in any manner whatsoever any of Employer's confidential information of any kind, nature, or description concerning any matters affecting or relating to the business of Employer, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of Employer, its manner of operation, or its trade secrets, plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed material or important.

Employee will return to Employer all documents relating to Employer, including without limitation all drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to Employer's business, or in any way obtained by the Employee during the course of employment. Employee further agrees not retain any copies, electronic or otherwise, of the foregoing, nor allow any third party to examine, copy, retain, publish, distribute, or sell such material.

#### 5. REMEDIES

Each of the Parties to this Agreement shall be entitled to enforce its rights under this Agreement, specifically, to recover damages and costs (including attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The Parties to this Agreement agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement, and, that any Party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

#### 6. APPLICABLE LAW & JURISDICTION

This Agreement shall be deemed to be made and performed in, and shall be governed and construed in accordance with the laws of the State of \_\_\_\_\_ and of the United States of America without regard to conflicts of laws provisions. The Parties further consent to the jurisdiction of the state and federal courts located in \_\_\_\_\_ County [or Parish], State of \_\_\_\_\_.

#### 7. MISCELLANEOUS PROVISIONS

Excepting rules and regulations promulgated and communicated to Employee from time to time by Employer relating to Employee's conduct and job performance at work, this Agreement represents the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement, and supersedes any prior agreement or understanding, written or oral, of the Parties with regard to the subject matter of this Agreement.

No modification or change in this Contract shall be valid or binding upon the Parties unless made in writing and executed by the Parties.

All terms, conditions, and warranties not performed at the time of the execution of this Agreement shall survive such execution.

Each Party agrees that it neither has nor will give the appearance or impression of possessing the legal authority to bind or to commit any other party in any way except as provided in this Agreement.

This Agreement has been fully reviewed and negotiated by the Parties, and the Parties have had the opportunity to retain and confer with legal counsel. Accordingly, any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to said Party.

In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Any failure on the part of either Party to insist upon the performance of this Agreement or any part of this Agreement shall not constitute a waiver of any right under this Agreement.

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. As context requires, the singular shall mean and include the plural and vice versa, and the masculine shall include the feminine and vice versa.

SAMPLE

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

By: \_\_\_\_\_

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

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