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EMPLOYMENT AGREEMENT

This Employment 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. AGREEMENT TO EMPLOY AND BE EMPLOYED

Employer hereby employs Employee in the position of _____, and Employee hereby accepts and agrees to such employment.

2. EMPLOYEE WARRANTIES

Employee warrants and represents that Employee has the ability to enter into this Agreement and the legal right to work in the United States; that Employee's entering into and performance under this Agreement will not violate Employee's agreement with any third party; and that there are no restrictions or obligations to any third party which may restrict Employee's performance of duties under this Agreement. Employee has not provided, or promised to provide, Employer with any confidential information, trade secrets, or property of any former or current employer of Employee.

3. DESCRIPTION OF EMPLOYEE'S DUTIES

Subject to the supervision and pursuant to the orders, advice, and direction of Employer, Employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by Employer. Employee shall additionally render such other services and duties, whether related or unrelated, as may be assigned to Employee from time to time by Employer.

Employee shall report to the following supervisor or manager: _____

Employee will generally report to and work at the following location: _____

4. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES

Employee shall at all times faithfully, industriously, and to the best of Employee's ability, experience, and talent, perform all duties that may be required of and from Employee pursuant to the express and implicit terms hereof, to the reasonable satisfaction of Employer. Such duties shall be rendered at the above mentioned premises and at such other place or places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require or make advisable, which may include domestic and international travel. Employee shall comply with all stated standards of performance, policies, rules, and regulations of Employer. Employee shall also comply with such future Employer policies, rules, regulations, performance standards and manuals as may be published or amended by Employer from time to time.

5. DURATION OF EMPLOYMENT

The term of employment shall be ___ months, commencing on _____, 200___, and terminating _____, 200___, subject, however, to prior termination as provided in Sections 9, 10, and 11 of this Agreement. The Parties shall negotiate in good faith regarding any mutually agreeable extension of the term of employment.

6. COMPENSATION; REIMBURSEMENT

Employer shall pay Employee, and Employee agrees to accept from Employer, in full payment for Employee's services hereunder, compensation at the rate of _____ Dollars (USD \$ _____) per annum, payable _____, plus the following benefits: _____.

In addition to the foregoing, Employer will reimburse Employee for any and all necessary, customary, and usual expenses incurred on behalf of Employer pursuant to Employer's directions. Employee shall obtain prior written permission of Employer before incurring any such expenses greater than \$_____ [or greater than (\$_____) per month / year].

7. EMPLOYEE'S LOYALTY TO EMPLOYER'S INTERESTS

Employee shall devote all of Employee's working time, attention, knowledge, and skill solely and exclusively to the business and interests of Employer, and Employer shall be entitled to all benefits, emoluments, profits, or other issues arising from or incident to any and all work, services, and advice of Employee. To the maximum extent permissible under applicable law, Employee expressly agrees that during the term hereof Employee will not be interested, directly or indirectly, in any form, fashion, or manner, as partner, officer, director, stockholder, owner, advisor, employee, independent contractor, or in any other capacity, in any other business, without the express written permission of Employer, except that nothing herein contained shall be deemed to prevent or limit the right of Employee to invest any of his surplus funds in the capital stock or other securities of any corporation whose stock or securities are publicly owned

or are regularly traded on any public exchange, nor shall anything herein contained be deemed to prevent Employee from investing Employee's his surplus funds in real estate.

Employee shall not, during the term of this Agreement: (a) enter into any agreement that conflicts with Employee's duties or obligations to Employer; (b) directly or indirectly solicit or encourage any other employee, agent, independent contractor, supplier, customer, consultant, or any other person or company to terminate or alter a relationship with Employer; or (c) disparage Employer or its business.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION CONCERNING BUSINESS

Employee will not, at any time during his 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 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 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 and files relating to or belonging 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 whatsoever to Employer's business, or in any way obtained by Employee during the course of employment. Employee further agrees not to retain any copies, electronic or otherwise, of the foregoing, nor allow any third party to examine, copy, retain, publish, distribute, or sell such material.

The Parties agree that the matters covered in this Section 8 are important, material, and confidential, and gravely affect the effective and successful conduct of the business of Employer, and its goodwill, and that any breach of the terms of this Section 8 is a material breach of this Agreement which will cause irreparable harm and incalculable injury to Employer for which an award of monetary damages alone may be inadequate.

9. OPTION TO TERMINATE ON PERMANENT DISABILITY OF EMPLOYEE

Notwithstanding anything in this Agreement to the contrary, and subject to any limitations imposed by applicable state or federal law, Employer is hereby given the option to terminate this Agreement in the event that during the term hereof Employee shall become permanently disabled, as the term "permanently disabled" is hereinafter fixed and defined. Such option shall be exercised by Employer by giving notice to Employee by certified mail, return receipt requested, addressed to Employee at Employee's residential address or at such other address as Employee shall designate in writing from time to time, of its intention to terminate this Agreement. Upon such notice, this Agreement shall be terminated, effective on the last day of the month in which the notice is mailed, with the same force and effect as if such last day of the month were the date originally set forth as the termination date.

For purposes of this Agreement, Employee shall be deemed to have become permanently disabled if, during any year of the term hereof, because of ill health, physical or mental disability, or for other cause(s) beyond his control, Employee shall have been continuously unable or unwilling, or have failed to perform Employee's duties hereunder, for a total period of thirty (30) days, whether consecutive or not during any twelve (12) calendar months, or for thirty (30) consecutive calendar days.

10. DISCONTINUANCE OF BUSINESS AS TERMINATION OF EMPLOYMENT

In the event that Employer shall discontinue principal business operations at the premises mentioned above, then this Agreement shall terminate as of the last day of the month in which principal business operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof. Principal business operations shall be deemed to mean regular business operations, excluding the wind-up, sale, or transfer of business operations, or the preparation for the same.

11. TERMINATION

Employer may terminate this Agreement by giving _____ days written notice to Employee upon the occurrence of any the following events: (a) for just cause based upon nonperformance of duties, gross negligence, or fraud by Employee; or for (b) economic reasons of Employer which may arise during the term of this Agreement and which are beyond the control of Employer, including without limitation natural disaster, war, riot, terrorism, and labor disputes.

This Agreement shall also terminate immediately upon the death of Employee.

12. LITIGATION ASSISTANCE

Employee shall, upon reasonable notice, furnish such information and proper assistance to Employer as it may reasonably require in connection with any litigation or investigation in which it is, or may become, a party, either during or after Employee's employment with Employer. Employer shall prepay or timely reimburse Employee's reasonable expenses required or incurred in providing such assistance.

13. EMPLOYEE'S COMMITMENTS BINDING ON EMPLOYER'S WRITTEN CONSENT

Employee shall not have the right to make any contracts or other commitments for or on behalf of Employer without the express written consent of Employer.

14. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement between the Parties with regard to Employee's employment, and supersedes any and all other agreements between them relating to the same subject matter. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any

representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each Party acknowledges that he or it has relied on his or its own judgment in entering into the Agreement, and has been afforded the opportunity to consult with counsel of his or its choosing. The Parties further acknowledge that any statements or representations that may have previously been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

15. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived except as set forth herein.

16. SEVERABILITY

If, for any reason, any provision of this Agreement is held invalid, it is the intent of the Parties that all other provisions of this Agreement shall remain in full force and effect.

17. ASSIGNMENT

This Agreement may be assigned by Employer to another employer in conjunction with the sale, merger, reorganization, bankruptcy, or dissolution of Employer upon written notice to Employee and provided that all other provisions and terms of this Agreement are honored by the assignee. This Agreement may not be assigned or subcontracted by Employee under any circumstances.

18. BINDING EFFECT OF AGREEMENT

This Agreement and all of Employer's rights hereunder shall be binding on, inure to the benefit of, and be enforceable by Employer and its legal representatives, successors, and assigns. This Agreement and all of Employee's rights hereunder shall be binding on, inure to the benefit of, and be enforceable by Employee and his legal representatives.

19. REMEDIES.

Each of the Parties to this Agreement will 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 his or 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.

20. CHOICE OF 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 *[Parish]*, State of _____.

The remainder of this page intentionally left blank.

21. MISCELLANEOUS PROVISIONS

This Agreement has been fully reviewed and negotiated by the Parties; accordingly, any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to said Party.

Failure to exercise, or delay in exercising, on the part of either Party any right, power, or privilege of that Party under this Agreement shall not in any circumstances operate as a waiver thereof nor prejudice either Party's right to take subsequent action.

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.

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

This Agreement may be signed in two counterparts, provided that each Party receives a copy fully executed by the other Party.

EMPLOYER: _____

By: _____

Title: _____

EMPLOYEE: _____

Print Name: _____