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NON-COMPETITION AGREEMENT

IN CONSIDERATION OF EMPLOYMENT AND OTHER VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned _____ (hereinafter referred to as the “Employee”) and _____ (hereinafter referred to as the “Company”) covenant and agree as follows:

The Employee shall not engage in a business in any manner similar to, or in competition with, the Company or the Company’s affiliated businesses during the term of his or her employment.

Furthermore, the Employee shall not engage in a business in any manner similar to, or in competition with, the Company’s business for a period of _____ (____) years from the date of termination of his or her employment with the Company for any reason in the geographical area within a _____ (____) mile radius of any present Company office or store, or any future office or store opened by the Company during the term of the Employee’s employment with the Company.

The Employee agrees that the above restriction is reasonable as to length of time and geographical area and hereby irrevocably waives any objection thereto.

For the purpose of this agreement, the Employee shall be regarded as engaging in a “business in any manner similar to, or in competition with, the Company’s business” if, directly or as

Employee’s Initials: _____; Company’s Initials: _____

an employee, independent contractor, or agent of any third-party business, person, firm, or corporation the Employee is engaged in the business of _____

_____ or
such other business or businesses as the Company is engaged in either individually or as part of some other business entity or affiliate during the term of the Employee's employment by the Company.

The Employee shall not request or induce any customers of any business then being conducted or contemplated by the Company or its affiliates to curtail or cancel their business with the Company or its affiliates.

The Employee shall not disclose to any person, firm, or corporation any trade, technical, or technological secrets, any details of organizations or business affairs, any names of past or present customers or vendors of the Company or its affiliates, or any other information relating to the Company or its affiliates, owners, shareholders, officers, directors, employees, independent contractors, or agents that the Employee knows, or reasonably should know, is a trade secret or confidential information of the Company.

The Employee shall not solicit or canvass any business, transaction, or compensation for any other business, person, firm, or corporation similar to any business of the Company or its affiliates.

The Employee shall not induce, or attempt to influence, any employee, independent contractor, or agent of the Company or its affiliates to terminate or curtail its relationship with the Company or its affiliates or to enter into any employment or other business relationship with any other person (including the Employee), firm, or corporation, concerning any business of the Company or in competition with the Company.

The Employee shall not act or conduct himself or herself in any manner that he or she shall have reason to believe is inimical or contrary to the best interests of the Company or its

affiliates, owners, shareholders, officers, directors, employees, independent contractors, or agents.

The Employee shall not perform any act in violation hereof through any other person or entity, or through any plan, scheme, design, or subterfuge calculated to circumvent the requirements hereof.

The Employee agrees and acknowledges that immediate and irreparable damage inadequately compensable in money damages will result to the Company if the Employee breaches or threatens to breach any of the terms and conditions of this agreement and, accordingly, the Employee hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against him or her to restrain any such breach or threatened breach in addition to any other remedies or claims for money damages to which the Company may be entitled. The Employee agrees to render an equitable accounting of all earnings, profits, and other benefits arising from such violations, and to pay all attorneys' fees and costs incurred by the Company in enforcing this agreement at law or in equity.

The Employee represents and warrants to the Company that his or her experience and capabilities are such that he or she can obtain employment in his or her line of work without breaching the terms and conditions of this agreement and that his or her obligations under the provisions of this agreement (and the enforcement thereof by injunction or otherwise) will not prevent him or her from earning a livelihood.

The existence of any claim or cause of action of the Employee against the Company, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by the Company of this covenant.

No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

Service of all notices under this agreement shall be sufficient if personally delivered or made by U.S. Postal Service First Class Certified Mail, to the party at his or her address as set forth in this agreement or as such party may provide to the other from time to time in writing:

Notices to Employee:

Notices to Company:

SAMPLE

This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings, and agreements, whether oral or written, of any nature whatsoever with respect to the employment that is the subject matter hereof, and there are no representations, warranties, understandings, or agreements other than those expressly set forth herein between the Company and the Employee.

This agreement is not to be changed, modified, or terminated, except in writing, signed by the parties.

If any provision of this agreement is determined to be invalid or unenforceable, to the maximum extent permissible under applicable law, the remainder of this agreement shall be unaffected thereby and shall be enforceable.

This agreement shall be construed and enforced in accordance with the laws of the State of _____.

By signing below, the Employee represent and warrants to Company that the Employee understands and intends to be bound by all of the terms of this agreement, has had the

Employee's Initials: _____; Company's Initials: _____

opportunity to seek independent legal counsel regarding the agreement, and has received a signed copy of this agreement as of the date below.

Company: _____

Authorized Signature for Company: _____

Print Name and Title: _____

Employee Name: _____

Employee Signature: _____

Date Signed: _____

This Space for Notary Public (Optional):