

Employment Contract

1. PARTIES

The Employer and the Employee, defined below, and sometimes referred to in this document as “Parties”, intend to enter into this legally binding Employment Contract, hereafter sometimes referred to as “Contract”, on this _____ day of _____, 20 ____, sometimes referred to in this document as “Effective Date.”

The party consisting of _____ [Employer name], with principal place of business _____, with representative or officer _____, with phone number _____ and email address or other contact _____ information:

_____ Shall be known within this Contract as “Employee,” and is the party issuing liquid and other considerations in exchange for promises made by the other Party.

The party consisting of _____ [Employee full name], with address of residence _____, with phone number _____ and email _____ address _____ or _____ other _____ contact _____ information:

_____ Shall be known within this Contract as “Employee,” and is the party issuing covenants, promises, and performing or causing to be performed acts, beneficial to the other Party in exchange for liquid and other considerations.

2. FULL KNOWLEDGE AND UNDERSTANDING

The Parties acknowledge that by signing this Contract, they form a legally binding contract which stipulates that each party has read and understands fully all clauses within this Contract. To foster complete understanding, all reasonable measures are taken:

TIME TO REVIEW

This Contract, signed by the Employer on the Offer Date, shall remain ready to sign by the other Party, without changes, for a Review Period of _____ days after the Offer Date, for the Employee to have time to fully consider the contract. During this time, it is encouraged for the Employee to seek legal advice and fully read and understand the contract, as well as all rights and privileges that are available to the Employee in the absence of this Contract.

During the Review Period, the Employee may Accept this Contract by signing and returning a copy of the duly signed Contract to the Employer, either through paper or electronic means.

EXPIRATION

After 11:59 PM on the last day of the Review Period, if Acceptance is not received by the Employer, this Contract will automatically be considered voided.

TIME TO REVOKE

A period of _____ days "Revocation Period" after Acceptance by the Employee is designated for the unconditional revocation of this Contract. During this period, the Employee may, at any time, and for any reason, at their own discretion, nullify this Contract by notification of the Employer in writing by paper or electronic means. The expiration of this Revocation Period is after 11:59 PM on the last day of the period.

3. WORK TO BE PERFORMED

Any intellectual property, inventions, patents, or copyright applicable works that arise directly from the employment or other work covered or resultant from this Contract shall be considered part of the set of works, of which rights are Assigned to the Employer per this Contract.

Any works that are performed which **fall outside** of the Contract **are not** part of the set of works, of which rights are assigned per terms set forth in this Contract.

DUTIES AND DESCRIPTION

The job title at the effective date of this Contract shall be _____.

The Employee agrees to fulfill the duties expected, required, and directed, ordered, or advised by the employer, which are reasonable for such a position or a similar position in the same industry or business.

The Employee agrees to follow the rules established by the Employer, including the rules of conduct, best practices indicated in the Employee handbook, and rules established by the governing law of the place of employment, including the following additional provisions and covenants offered by the Employee:

4. QUALIFICATION CONTINGENCY

The Contract is [] is not [] (check one) Contingent on the Employee maintaining Qualifications for the Employment, as stipulated here:

If the Contract IS Contingent, then the expiration of this contract "Contingent Expiration Date" is, the: _____th/_{rd} of _____, 20 ____.

After this date, if the Employee still has not obtained the requisite Qualifications, the Contract is nullified in its entirety.

5. EMPLOYMENT TERM

The Effective date shall be the _____ th/rd day of _____, 20 _____, which is the first day, and commencement of continuous employment.

The Termination date shall be _____, unless the contract is extended or another contract supplants or replaces this contract, extending or modifying the date, or the Contract is Terminated by another Reason, such as any reason allowed in "Grounds for Termination".

6. TERMINATION

WITHOUT CAUSE. Employer may terminate this agreement without cause, if the notice for said termination is delivered to Employee _____ days before Termination.

WITH CAUSE. Employer may terminate this agreement with cause, if the notice for said termination is delivered to Employee _____ days before Termination.

7. TERMS OF PAYMENT

CONSIDERATION

In exchange for work and promises set forth in this Contract, Employer agrees to pay Employee a sum of _____ [amount]

_____ [textual amount]

Every _____ [time period], on the _____ .[1st day of the month, etc.]

PAYMENT CONDITIONS

Payment shall be made when the following conditions are met:

7.1. SUBCONTRACTING

Subcontracting Prohibited. The Employee is not allowed to hire additional party(ies) to complete portions of the Duties required as a course of their Employment.

8. CONFIDENTIALITY

This Contract and the Project, Project Deliverables, and all work contained within is subject to the following terms of Confidentiality and Non-Disclosure:

Employment is of Confidential Nature. If a check is marked in the box the left of the word "Confidentiality", then Employer has elected that this Agreement, its terms, existence, parties, and all provisions and communications regarding this Agreement are deemed confidential and protected from

disclosure. Employee agrees not to speak of, make copies of, share, or otherwise distribute any information regarding, including but not limited to confirming the existence of this agreement.

The Employee will not at any time disclose information which is proprietary or confidential, belonging to the Employer. The Employee will use reasonable discretion and make a good faith attempt to protect any confidential information owned by the Employer from accidental disclosure. Upon written request from the Employer, the Employee will provide all records, notes, or other documentation which reasonably may contain said confidential information belonging to the Employer.

9. BENEFITS OFFERED

The Employer offers the following benefits to the Employee, as provisions required by law, and in addition to those required:

10. WORK SCHEDULE

The Employee will be expected to work on a daily schedule as established by their Manager, or by Employee handbooks, or other document(s): _____. With exceptions and allowed days off including National and Federal Holidays, and the following:

11. OVERTIME

The employee will pay overtime as required by law, and the below stated additional amount:

12. MISCELLANEOUS PROVISIONS

NOTICE COMMUNICATION PROCEDURE. Notices Shall be deemed delivered if sent in writing to the Address listed in Article 1: "Parties", and shall be sent as soon as possible within reason. Parties accept notices in paper form or by email to the address listed in Article 1. The delivery date shall be the date sent, defined by SMTP server receipt timestamp in the case of email, or by postmark.

INTELLECTUAL PROPERTY

IP and "Confidential Information" means the information which is shared from the Employer to the Employee, which may have commercial value, and is either (a) technical details including patents, copyrights, trade secrets, processes, instructions, software programs, algorithms, designs, or similar information, and related to the current, future, or proposed products or services of the Employer; or (b) non-technical information relating to products, for example:

- (i) Pricing, profit margins, marketing plans or strategies;
- (ii) Financial details of the Employer, its affiliates or partners;
- (iii) Supplier lists, vendors, customer lists, data, sales, or marketing plans;
- (iv) Future business plans or project lists, and internal communications;

Or, any other information which has been marked "Confidential" or "Proprietary," such as with a watermark, title, folder designation, or footnote/footer.

QUALIFICATIONS. Employee will notify Employer as soon as possible once Employee becomes reasonably notified or otherwise aware that qualifications presented in Article 4 will lapse during Employment.

BREACH

Breach of this Contract is defined as:

And the penalties for such actions are set forth as:

DISPUTE RESOLUTION

The venue for any disputes relating to or arising from the contract will be in the local jurisdiction where the Employment is Performed. When a legal action arises from the Contract, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from this Contract and parties are unable to resolve their dispute, then both parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney's fees and court costs even when otherwise entitled.

INITIALS _____ [Employee] _____ [Employee]

NONWAIVER

Failure of Parties to insist upon strict performance of the terms, covenants, and conditions herein contained, or to exercise rights implied or expressed within this Agreement shall not be deemed a waiver of any Parties' rights or remedies herein, or any prior or subsequent rights or remedies.

SEVERABILITY

Any provisions of this Agreement that are found invalid, void, or unenforceable by a court of law in the Governing Jurisdiction shall not preclude other provisions from remaining in-force.

Any alterations or improvements must be made in compliance with the laws of the Governing Jurisdiction, and any alterations or improvements which fail to comply with the laws of the Governing Jurisdiction shall not change the enforceability of the remainder of provisions of this Agreement.

Parties agree that, in the course of settling any disputes arising from any provision within this Contract, if the contract shall be read by entities within a court of law, that, if any part of this Contract is deemed unenforceable by law, then Parties intend to reduce the Contract by the minimum amount necessary to make the remainder of the Contract's parts enforceable.

SURVIVABILITY

Clauses relating to confidentiality and non-disclosure shall survive the termination of this Agreement.

The receiving party is not responsible for the preservation of Confidentiality for IP which is disqualified from the status of Confidentiality. For example, IP is NOT qualified to be considered Confidential if the IP is:

1. publicly known at the time of disclosure or becomes publicly known without cause or fault due to the Receiving Party;
2. discovered by the Receiving Party before disclosure by the Disclosing Party;
3. converted to Non-Confidential status upon written approval by the Disclosing Party.

COVENANT OF NON-COMPETITION.

For a period, lasting _____ years from the Effective Date of this Agreement, the Contractor will not directly or indirectly engage in any business which competes with the Client, and [] If elected, the Client will not directly or indirectly engage in any business which competes with the Contractor. This covenant applies to a geographical area of _____, and a market including transactions which may occur _____.

Parties acknowledge that it is a material breach of this Agreement to (a) Be employed or otherwise interested in, either direct or indirect, to a business similar to that conducted by the **Employer**, and (b) to Compete with the **Employer**.

Trade Secrets are assets of the **Employer**. Unless written consent of All Shareholders is obtained for the disclosure of such secrets, the disclosure of these Trade Secrets is a material breach of this Agreement. Trade secrets include but are not limited to: Technical specifications, contacts of customers and clients, internal

Corporation matters, and proprietary processes, research, communications, or intellectual property. The general prohibition of disclosure of such Trade Secrets is perpetual in term.

COVENANT OF NON-SOLICITATION

For a period lasting ____ years from the Effective Date of this Agreement, the Employee will not indirectly or directly solicit any business to customers with the same or similar products or services which are currently provided, or which are provided by during the effective period, by the Employer.

FORCE MAJEURE

Parties will NOT be deemed in breach, or to have liability, or need to perform services, if the reason of the breach, liability, or failure to perform services, is due in whole or part to: acts of God, worker strike, supplier delay or lack of availability, regulation or regulation changes, war, epidemic, weather, unavoidable accidents or any other cause outside of the control of the Contractor or Client.

13. REMEDIES

When Conditions of Default or Breach are met, the Employer may conduct any of the following remedies:

- 1.) Termination of the Agreement upon any notice required, and the Term will immediately become forfeited and void.
- 2.) The Employer has the option to perform any obligation of this Agreement or Parent Agreements, on behalf of the Employee, and seek redress from the Employee.
- 3.) The Employer may perform or cause to be performed collection, including hiring of collection agencies, and seek collections from the Employee.

The existence of any remedy listed above does not preclude the Employer from exercising any other remedy or specific right whether allowed by law, or provided by equity, or expressly provided for in parent Agreements.

14. PRIVACY POLICY

The privacy policy of the Contractor is stated here for duplicate measure:

15. GOVERNING LAW

This Contract shall be executed under the laws of the _____[location], and with strict adherence to statutes listed below, of which Parties declare full understanding:

16. EXECUTION

The Employer hereby sets forth and executes this Contract, known until signed by the Employee as the Offer, on this ____ day of _____, 20 ____, known as the Offer Date. If this Offer is not Accepted by the Expiration of the Review Period Stipulated herein, this Contract will automatically Expire.

The Employer agrees to accept delivery through reasonable means of the Acceptance of this contract, including delivery in writing, with validity defined by postmark, or by electronic means.

Signature of Employer	Printed Name and Title	Date
-----------------------	------------------------	------

17. ACCEPTANCE

The Employee hereby sets forth and duly executes this Contract, when duly signed is referred sometimes to as an "Acceptance", on this ____ day of _____, 20 ____, known as the Acceptance Date. After the Acceptance Date, a period following stipulated in section "Time to Revoke" will allow for cancellation by the Employee.

The Employee agrees to deliver to the Acceptance with reasonable means to the Employer, including paper or electronic forms of transmission, no later than during the acceptable periods defined herein.

Signature of Employee	Printed Name and Title	Date
-----------------------	------------------------	------