

EMPLOYEE AGREEMENT

EMPLOYMENT AGREEMENT by and between _____ (*Company*)
and _____, (*Employee*).

For good consideration, *Company* shall employ and the *Employee* agrees to be employed on the following terms:

1. Effective Date:

Employment shall commence on _____, time being of the essence.

2. Duties:

Employee agrees to perform the following duties:

a) _____

b) _____

c) _____

Employee shall perform such further duties as are incidental or implied from the foregoing, consistent with the background, training and qualification of *Employee* or may be reasonably delegated as being in the best interest of the *Company*. The *Employee* shall devote full time to his employment and expend best efforts on behalf of the *Company*. *Employee* furthers agrees to abide by all reasonable *Company* policies and decisions now or hereinafter existing.

3. Term:

The *Employee's* employment shall continue for a period of I year beginning on the effective date of this agreement and ending on _____.

4. Compensation:

The *Employee* shall be paid the following compensation:

a) Hourly wage: _____, paid on the payroll schedule existing for other employees.

b) Such raises, bonuses, vacations, sick leave, retirement benefits and expense accounts as may be decided by the *Company* if said are discretionary with the *Company*.

5. Termination:

This agreement may be earlier terminated upon:

a) Death of *Employee* or illness or incapacity that prevents *Employee* from substantially performing for 2 continuous months or in excess of 60 aggregate working days in any calendar year.

b) Breach of agreement by *Employee*.

6. Renewal:

Should *Employee* remain in the employ of the *Company* after the termination date of this Agreement, the terms of this Agreement shall remain in full force and effect except that the continued term of employment shall be at the will of the parties, and can be ended at any time, for any reason, by either party.

7. Miscellaneous:

- a) *Employee* agrees to execute a non-compete agreement as annexed hereto.
- b) *Employee* agrees to execute a confidential information agreement as annexed hereto.
- c) *Employee* agrees that during the term of this agreement and for a period of one year thereafter, *Employee* will not:
 - i) Induce or attempt to induce any employee to leave the *Company's* employ;
 - ii) Interfere with or disrupt the *Company's* relationship with any of its employees;
 - iii) Solicit or employ any person employed by the *Company*.
- d) This agreement shall not be assignable by either party, provided that upon any sale of this business by *Company*, the *Company* may assign this agreement to its successor or *Employee* may terminate same.
- e) In the event of any dispute under this agreement, it shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.
- f) This constitutes the entire agreement between the parties. Any modification must be in writing.

Signed on this _____ day of _____, 20 _____

_____ *Company*

_____ *Employee*