

Non-Compete Agreement

This Non-Compete Agreement is entered into between _____ (Employee) and _____ (Company Name) on the _____ day of _____, in the year 20_____. _____ (Company Name) is located at _____ (Corporation Address) and is represented by _____ (Corporate Representative Name) in this agreement.

WHEREAS, the Company is in the business _____ (business description).

WHEREAS, the Employee and the Employer have entered into a formal Employment agreement where the Employee will perform duties related to their position as a _____ (employee job title); and

WHEREAS, the Employee agrees to the restrictions described herein as binding.

THEREFORE, the Employer and the Employee agree to the following terms:

1. NON-COMPETITION. For the entire duration of this agreement, and for _____ (non-compete timeframe) after the Employer's relationship with the Employee has been terminated for any reason, the Employee will not work as an employee, officer, director, partner, consultant, agent, owner or engage in any other capacity with a competing company. This means that Employee must not perform any work for _____ (corporation type) in _____ (non-compete geographic area).
2. Provide the same or similar industry products, services, or engage in any other way representation of any other business of a similar nature to the business of the Company without written consent. It is understood that the Recipient will be representing the Company exclusively during their tenure unless written notice has been provided from either of the Parties.
3. Directly or indirectly engage in any similar business practice of the Company while being in contact with the Company's current or former clients. Nor shall the Recipient solicit any client of the Company for the benefit of a third party that is engaged in a similar business to that of the Company.
4. Engage in business activity, whether paid or non-paid, with a competitor of the Company that provides a similar product or service.
5. EMPLOYEE ACKNOWLEDGEMENTS. The Employee acknowledges that they have been provided with the opportunity to negotiate this agreement, have had the opportunity to seek legal counsel before signing this agreement, and that the restrictions imposed are fair and necessary for the Company's business interests. Finally, the Employee agrees that these restrictions are reasonable and do not constitute a threat to their livelihood.
6. APPLICABLE LAW. This agreement and its interpretation shall be governed by the laws of _____ (state).

IN WITNESS WHEREOF, both parties agree to these terms and give their consent and authority to this agreement below.

Employee Signature

Date:_____

Employer Representative Signature

Date:_____

This document has important legal consequences. Please consult with an attorney prior to use of this document as contracts may require the use of special provisions or language not included in this form. If you choose to use this form as is, use is strictly at your own risk.

