

# SUBCONTRACTOR NON-COMPETE AGREEMENT

**THIS AGREEMENT** is made between:

Name of Subcontractor: \_\_\_\_\_  
Name of Subcontractor's Authorized Representative: \_\_\_\_\_  
Mailing Address of Subcontractor: \_\_\_\_\_  
City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address of Subcontractor's Authorized Representative: \_\_\_\_\_

(herein called "**Subcontractor**"),

and

**Company Name:** \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

(herein called "**Company**").

**Subcontractor** and **Company** agree as follows:

**NON-SOLICITATION AND NON-COMPETITION.** Subcontractor agrees that during the term of this Agreement and for 12 consecutive months after the termination or expiration of this Agreement, it will not solicit business from any client of the Company in the State or states in which Subcontractor performs services for the Company under this Agreement nor will it compete with the Company in the provision of services of the kind and nature Subcontractor performs for the Company pursuant to the Work Order or Work Orders. Subcontractor further agrees that the non-competition and non-solicitation provisions of this Agreement are necessary to protect the Company's legitimate business interests, including, without limitation, the confidential business or professional information and trade secrets of the company, the relationships between the Company and its clients, vendors and subcontractors, and the goodwill of the Company. Subcontractor further agrees that the 12-month duration and geographical limitations of this Section 15 are reasonable, and enforcement of this provision, whether by injunctive relief, damages or otherwise, is in no way contrary to the public health, safety and welfare. In the event a court of Competent Jurisdiction (defined as the State of Federal Courts) determines that either the time or geographical limitations of this provision are invalid, the court may establish different time or geographical restriction, and the parties agree to comply with the court's orders. The parties acknowledge and agree that Subcontractor's breach of this provision will result in irreparable injury to the Company not capable of being measured by money damages, and the Company does not have an adequate remedy at law to redress such injury. Thus, in the event there is a breach or threatened breach of this Section 17 of this Agreement, the Company shall be entitled to seek and obtain injunctive relief without the posting of a bond in order to enforce the Subcontractor's non-solicitation and non-competition agreement. Subcontractor agrees to reimburse the Company for all costs and expenses, including attorney's fees at the trial and appellate levels and in bankruptcy court, in connection with the Company's enforcement action. This provision does not limit any other rights and legal or equitable remedies available to the Company on account of Subcontractor's breach of this Section.

By: \_\_\_\_\_  
(Signature of Authorized Company Representative)

By: \_\_\_\_\_  
(Signature of Authorized Subcontractor Representative)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Initials (Subcontractor)

\_\_\_\_\_  
Initials (Company)

