

## ***NONCOMPETE AGREEMENT***

This Non-Compete Agreement (this "Agreement") is made effective as of \_\_\_\_\_  
(date), by and between \_\_\_\_\_ (company and address)  
and \_\_\_\_\_ (owner's name), of  
\_\_\_\_\_ (company name),  
\_\_\_\_\_ (address, city, state, zip).

In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as \_\_\_\_\_, and the party who is agreeing not to compete shall be referred to as "Owner/Operator".

\_\_\_\_\_

**1. NONCOMPETE COVENANT.** For a period of 2 years from completion of project after the effective date of this Agreement, Owner/Operator will not directly or indirectly engage in any business that competes with \_\_\_\_\_ (company). This covenant shall apply to the geographical area that includes all of the State of \_\_\_\_\_.

**2. NON-SOLICITATION COVENANT.** For a period of 2 years after the effective date of this Agreement, Owner/Operator will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of \_\_\_\_\_ (company), for a period of 2 years after the effective date of this Agreement, Owner/Operator will not directly or indirectly solicit, induce or attempt to induce any employee of \_\_\_\_\_  
\_\_\_\_\_ (company) to terminate his or her employment with \_\_\_\_\_  
\_\_\_\_\_ (company)

**3. CONFIDENTIALITY.** Owner/Operator will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Owner/Operator, or divulge, disclose, or communicate in any manner any information that is proprietary to \_\_\_\_\_  
\_\_\_\_\_ (company). Owner/Operator will protect such information and treat it as strictly confidential. The obligation of Owner/Operator not to disclose confidential information shall continue for a period of 2 years after the effective date of this Agreement. Within 7 days after receiving a written request, Owner/Operator will return to \_\_\_\_\_ (company) all records, notes, documentation and other items that were used, created, or controlled by Owner/Operator.

**4. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

**5. SEVERABILITY.** The parties have attempted to limit the noncompete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**6. INJUNCTION.** It is agreed that if Owner/Operator violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate \_\_\_\_\_ (company). Therefore, \_\_\_\_\_ (company) will be entitled to seek injunctive relief (i.e., a court order that requires Owner/Operator to comply with this Agreement) to enforce the terms of this Agreement.

**7. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of \_\_\_\_\_ (State).

PROTECTED PARTY:  
\_\_\_\_\_(Company).

By: \_\_\_\_\_  
Printed Name of Company Owner

By: \_\_\_\_\_  
Signature of Company Owner

NONCOMPETING PARTY:  
\_\_\_\_\_(Owner/Operator).

By: \_\_\_\_\_  
Printed Name of Owner/Operator

By: \_\_\_\_\_  
Signature of Owner/Operator