

Teacher Non-Compete and Non-Solicitation Agreement

This is an Agreement between _____ (“You”) and _____ (Name of Private Teacher - “Company”). The Agreement is effective on _____ (“Effective Date”).

In consideration of the studio of _____ [Name of Company], You, intending to be legally bound, agree to the following:

1. **Term of Agreement.** This Agreement is effective on the Effective Date, and shall remain in effect throughout the period of one year (365 days) thereafter.
2. **Limitations of this Agreement.** This Agreement is *not* a contract of employment. Neither You nor the Company are obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.
3. **Covenant Not to Compete.** You agree that at no time during the following three hundred sixty-five (365) days will you engage in drawing any business activity from the Company.
4. **Non-solicitation.** During the term of your employment, and for a period of one (1) year immediately thereafter, You agree not to solicit any tuition-paying student of the Company, nor shall you induce any student with the Company to terminate or breach a relationship with the Company.
5. **Soliciting Students After Termination of Agreement.** For a period of one (1) year following the Effective Date You shall not call on, solicit, take away, or attempt to call on, solicit, or take away any student of the Company on whom You have called or with whom You became acquainted during the term of your employment, as the direct or indirect result of your employment with the Company.
6. **Injunctive Relief.** You hereby acknowledge (1) that the Company will suffer irreparable harm if You breach your obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if You breach any of such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
7. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
8. **Modifications.** This Agreement may be modified only by a writing executed by both You and the Company.

9. **Prior Understandings.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.
10. **Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
11. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws of your State of residence. You agree to submit to the jurisdiction and venue of any court of competent jurisdiction in your State state of residence without regard to conflict of laws provisions, for any claim arising out of this Agreement.

Date_____

Company

By_____

By your signature below you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Date_____

Your Signature

