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#5 EMPLOYMENT AGREEMENT (FULL-TIME)

This Employment Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] by and between:

Employer: [PARTY A COMPANY], a [PARTY A ENTITY TYPE] with a principal place of business at [PARTY A ADDRESS] ("Employer")

Employee: [PARTY B NAME], an individual residing at [PARTY B ADDRESS] ("Employee")

[NOTE: At-will employment is the default rule in most U.S. states but varies significantly. Consult a licensed attorney in [GOVERNING LAW STATE] regarding applicable rules and required disclosures before using this Agreement.]

1. Position and Duties

Employer hereby employs Employee in the position of [JOB TITLE] within the [DEPARTMENT] department, reporting to [REPORTING MANAGER TITLE]. Employee's primary duties and responsibilities are described in Exhibit A (Scope of Duties), which is attached hereto and incorporated by reference.

Employee agrees to devote full business time, attention, and best efforts to the performance of assigned duties and to the furtherance of Employer's business interests. Employee shall not engage in any other employment, consulting, or business activity that conflicts with these duties without prior written consent from Employer.

2. Start Date and Employment Term

Employee's employment shall commence on [START DATE]. Employment under this Agreement is at-will, meaning that either Party may terminate the employment relationship at any time, with or without cause, subject to the notice provisions set forth in Section 8.

[NOTE: At-will employment rules and any required termination protections vary significantly by state. Some states require cause for termination in certain circumstances. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

3. Compensation

3.1 Base Salary. Employer shall pay Employee a base salary of [DOLLAR AMOUNT] per year, payable in accordance with Employer's standard payroll schedule, less applicable tax withholdings and authorized deductions.

3.2 Performance Bonus. Employee may be eligible for a discretionary performance bonus of up to [BONUS AMOUNT] per year, based on criteria established by Employer at its sole discretion. Eligibility for a bonus in any one year does not guarantee payment of a bonus in any future year.

3.3 Compensation Review. Employee's compensation shall be subject to periodic review at Employer's discretion. A review does not guarantee any increase in compensation.

4. Benefits

Employee shall be eligible to participate in Employer's standard employee benefit programs, including medical, dental, vision, life insurance, and long-term disability coverage, subject to the terms, conditions, and eligibility requirements of each plan as they may be amended from time to time. Employer reserves the right to modify or discontinue any benefit program at any time upon reasonable notice.

4.1 Retirement Plan. Employee shall be eligible to participate in Employer's [RETIREMENT PLAN TYPE] retirement plan in accordance with the terms of the applicable plan documents.

4.2 Paid Time Off. Employee shall accrue paid time off (PTO) at a rate of [PTO ACCRUAL RATE] per pay period, not to exceed [MAX PTO DAYS] days per calendar year. PTO usage is subject to Employer's written PTO policy, which may be amended from time to time.

5. Confidentiality and Intellectual Property

Employee acknowledges that, during the course of employment, Employee will have access to Confidential Information belonging to Employer, its clients, and its business partners. "Confidential Information" means any non-public business, financial, technical, strategic, or operational information of Employer. Employee agrees not to disclose, use, or reproduce any Confidential Information except as required by assigned duties, and this obligation continues after termination of employment.

All work product, inventions, developments, software, content, and other intellectual property created by Employee during the course of employment or using Employer's resources ("Work Product") shall be the sole property of Employer and are deemed works made for hire to the fullest extent permitted by applicable law. To the extent any Work Product does not qualify as a work made for hire, Employee hereby irrevocably assigns all right, title, and interest therein to Employer.

[NOTE: Intellectual property assignment provisions and works-made-for-hire rules vary by state, particularly with respect to inventions developed on personal time. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

6. Non-Solicitation

During the term of employment and for a period of [NON-SOLICIT PERIOD] following termination for any reason, Employee agrees not to: (a) solicit, recruit, or encourage any employee or contractor of Employer to terminate their relationship with Employer; or (b) solicit any customer, client, or prospective customer of Employer with whom Employee had material contact during the last two years of employment, for the purpose of providing services or products that compete with those offered by Employer.

[NOTE: Non-solicitation enforceability varies significantly by state. Some states impose strict limitations or outright prohibitions. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

7. Non-Competition

During the term of employment and for a period of [NON-COMPETE PERIOD] following termination for any reason, Employee agrees not to directly or indirectly engage in, own, manage, operate, consult for, or be employed by any business that competes with Employer's primary business activities within [NON-COMPETE GEOGRAPHY].

[NOTE: Non-competition agreements are unenforceable or severely restricted in several states, including California, Minnesota, North Dakota, and Oklahoma, and are subject to ongoing legislative and regulatory changes at the federal and state levels. This clause must be reviewed by a licensed attorney in [GOVERNING LAW STATE] before use or reliance.]

8. Termination

8.1 By Employer. Employer may terminate this Agreement at any time, with or without cause, upon [NOTICE PERIOD] written notice to Employee, or by providing payment in lieu of notice at Employer's election.

8.2 By Employee. Employee may resign at any time upon [NOTICE PERIOD] written notice to Employer.

8.3 Termination for Cause. Employer may terminate this Agreement immediately and without prior notice for cause, including but not limited to: material breach of this Agreement, gross misconduct, insubordination, fraud, or conviction of a felony or crime involving moral turpitude.

8.4 Return of Property. Upon termination for any reason, Employee shall immediately return to Employer all property, equipment, data, files, and Confidential Information belonging to Employer.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [GOVERNING LAW STATE], without regard to its conflict of laws principles. Any disputes arising under or related to this Agreement shall be resolved exclusively in the state or federal courts of [DISPUTE RESOLUTION COUNTY], [GOVERNING LAW STATE], and both Parties consent to personal jurisdiction and venue therein.

10. General Provisions

10.1 Entire Agreement. This Agreement, together with any exhibits and policies referenced herein, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations, and understandings, whether written or oral.

10.2 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

10.3 Severability. If any provision of this Agreement is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

10.4 Counterparts. This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original.

10.5 No Waiver. Failure by either Party to enforce any provision shall not constitute a waiver of that provision or any other provision of this Agreement.

EMPLOYER

EMPLOYEE

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

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