

## STANDARD EMPLOYMENT AGREEMENT

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**EMPLOYMENT AGREEMENT – Standard Form***DRAFT*

This agreement (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 [ ],

| BETWEEN                                    | AND   |
|--|---|
| Company Name:                              | Employee's Name:                            |
| Officer's Name:                            |   |
| Address:                                   | Address:                                    |
| Phone:                                     | Phone:                                      |
| Fax:                                       | Fax:  |
| Email:                                     | Email:                                      |
| Web Address:                               | Web Address:                                |
| hereinafter referred to as the "Employer") | (hereinafter referred to as the "Employee") |

(the Employer and the Employee hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

THE PARTIES RECITE THAT:

**WHEREAS** Employer is engaged in \_\_\_\_\_ and maintains business premises at \_\_\_\_\_.

**WHEREAS** Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms and conditions hereinafter set forth.

**NOW THEREFORE** for the reasons set forth above, and in consideration of the mutual

Employer \_\_\_ Employee \_\_\_

covenants and promises of the parties hereto, Employer and Employee covenant and agree as follows:

#### TERMS OF EMPLOYMENT

1. **Agreement to employ and be employed.** Employer hereby employs Employee as \_\_\_\_\_[TITLE] at the above-mentioned premises, and Employee hereby accepts and agrees to such employment.
  
2. **Description of Employee's duties.** Subject to the supervision and pursuant to the orders, advice, and direction of Employer, Employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by Employer. Employee shall additionally render such other and unrelated services and duties as may be assigned to him from time to time by Employer.
  
3. **Manner of performance of Employee's duties.** Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of Employer. Such duties shall be rendered at the abovementioned premises and at such other place or places as Employer shall in good faith require or as the interests, needs, business, and opportunities of Employer shall require or make advisable.
  
4. **Duration of employment.** The initial term of Employee's employment with the Employer shall continue, unless earlier terminated pursuant to Sections 17 and 18 hereof, through [date of employment period e.g. December 31, 2001] (the "employment period"); provided, however, that after expiration of the initial term, the employment period shall automatically be renewed each [date e.g. January 1] for successive one-year terms unless the Employer or Employee delivers written notice to the other party at least sixty (60) days preceding the expiration of the initial term or any one-year extension date of the intention not to extend the term of this agreement.

Employer \_\_\_\_ Employee \_\_\_\_

5. **At-Will Employment.** Either Party may terminate this Agreement by written notice at any time for any reason or for no reason. This Agreement is intended to be and shall be deemed to be an at-will employment Agreement and does not constitute a guarantee of continuing employment for any term.
  
6. **Compensation.** Employer shall pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services hereunder, compensation at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per annum, payable \_\_\_\_\_.
  
7. **Tax withholding.** All payments of salary and other compensation to Employee pursuant to this agreement shall be made after deduction of any taxes required to be withheld with respect thereto under applicable federal, state and local laws.
  
8. **Benefits.** You will also receive Employer's standard employee benefits package
  
9. **Expenses.** The Employer shall pay or reimburse Employee for any and all necessary, customary, and usual expenses incurred by him while traveling for and on behalf of the Employer pursuant to Employer's directions, upon presentment of suitable vouchers, for all reasonable business and travel expenses that may be incurred or paid by Employee in connection with his employment hereunder. Employee shall comply with such restrictions and shall keep such records as the Employer may deem necessary to meet the requirements of the Internal Revenue Code of 1986, as amended from time to time, and regulations promulgated thereunder.
  
10. **Working hours.** The standard working week of Employer is 40 hours, based on 8 hours per day, Monday to Friday. It is understood, however, that hours may vary in order to comply with Employer's commitment to the highest standard of professional performance. Employee's salary represents payment for all those hours so worked.
  
11. **Vacation.** Employee shall be entitled to a minimum of \_\_\_\_\_ weeks of paid vacation, during each calendar year and to paid holidays and other paid leave set forth in the