


Employment executive kit

**Save money with our Employment Executive Kit!**

Our Executive Kit contains everything to meet your employment needs.

- Employment Executive Agreement
- Non-Competition and Non-Solicitation Agreement
- Employment Application Form

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**EXECUTIVE EMPLOYMENT AGREEMENT***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 "Company")	(hereinafter referred to as the "Executive")

(the Company and the Executive 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.

**RECITALS:**

WHEREAS, the parties have agreed to enter into a new Employment Agreement;

WHEREAS, the Company desires to employ Executive upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Executive desires to be employed by the Company upon the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Executive hereby covenant and agree as follows:

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

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following meanings, and all other capitalized terms used in this Agreement but not defined in this paragraph 1 shall have the meanings assigned elsewhere in this Agreement:

"Base Salary" means \$\_\_\_\_\_ [e.g. 80 000] American dollars.

"Cause" means:

- a. Executive's conviction of (or plea of no contest or similar plea to) a felony;
- b. Executive's intentional continuing refusal to substantially perform his obligations and duties under this Agreement (except by reason of incapacity due to illness or accident) if he
  - a. shall have failed to remedy the alleged breach caused by such conduct within 30 days from the date written notice is given by the Company demanding that he remedy the alleged breach caused by such conduct, or
  - b. shall have failed to take reasonable steps in good faith to that end during such 30-day period, provided that after the end of such 30-day period there shall have been delivered to Executive a certified copy of a resolution of the Board of Directors of the Company, taken at a meeting of the Board of Directors at which Executive, together with his counsel, is given the opportunity to be heard, finding that Executive was guilty of intentional continuing refusal to substantially perform his obligations and duties under this Agreement and specifying the details thereof, and that Executive has failed to take reasonable steps in good faith to remedy the alleged breach caused by such conduct,
- c. Executive engaged in willful fraud or defalcation, either of which involved funds or other assets of the Company; or
- d. upon Executive's breach of any material term of this Agreement (including, but not limited to, the non-compete and confidentiality provisions in paragraphs 7 and 8).

"Change in Control" means and shall be deemed to occur:

- (i) in the event any "person" or more than one such person acting as a group, other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company, is or becomes the "beneficial owner", directly or indirectly, of the securities of the Company, in a transaction or a series of transactions, representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities ordinarily having the right to vote for the election of directors of the Company;

- (ii) during any period of two consecutive years during the Employment Period, individuals who at the beginning of the Employment Period constitute the Board of Directors of the Company cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's stockholders, of each director who was not a director at the beginning of the Employment Period has been approved in advance by directors representing at least two-thirds of the directors then in office who were (A) directors at the beginning of the Employment Period, or (B) previously approved in accordance with this subparagraph (ii);
- (iii) the Company sells or otherwise disposes of all or substantially all of its assets; and
- (iv) the Company participates in a merger or consolidation and, immediately following the consummation of such merger or consolidation, the Company's stockholders prior to such merger or consolidation do not own 50% or more of the voting shares of stock of the surviving or successor corporation.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor thereto.

"Compensation Committee" means the applicable compensation committee of the Board of Directors of the Company.

"Disabled" or "Disability" means a determination, made at the request of Executive or upon the reasonable request of the Company set forth in a notice to Executive, by a physician selected by the Company and Executive, that Executive is unable to perform his duties as specified in this Agreement and in all reasonable medical likelihood such inability will continue for a period in excess of 180 days, or for shorter periods aggregating to more than 180 days in any consecutive nine-month period.

"Effective Date" shall be [DATE]

"Employment Period" means the term of Executive's employment pursuant to the provisions of this Agreement.

"Good Reason" means:

- (i) a Change in Control of the Company;
- (ii) a decrease in the total amount of Executive's Base Salary below the amount in effect on the date hereof;
- (iii) a reduction in Executive's title, a material reduction in his authority, duties or job responsibilities, a material adverse change in his working conditions (including the relocation of Executive's office more than 40 miles from the

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#### **SIGNATURES**

## NON-COMPETITION AND NON-SOLICITATION AGREEMENT

*DRAFT*

This non-competition and non-solicitation employment agreement (the "non-competition 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 "Company")	(hereinafter referred to as the "Employee")

(the Company 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.

### 1. NON-COMPETITION AND NON-COMPETITION COVENANT.

1.1 **Non-solicitation.** Employee will not encourage or solicit any employee of the company or any affiliate to leave the company's or any affiliate's employ for any reason or interfere in any material manner with employment relationships at the time existing between the company and its current employees, except as may be required in any bona fide termination decision regarding any company employee

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

1.2 **Non-competition.** During the term, Employee shall not directly or indirectly own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be employed by or connected in any manner with, any enterprise which is engaged in any business competitive with that which the company is at the time conducting or proposing to conduct; provided, however, that such restriction shall not apply to any passive investment representing an interest of less than two percent (2%) of an outstanding class of publicly traded securities of any corporation or other enterprise which is not, at the time of such investment, engaged in a business geographically competitive with the company's business.

1.3 **Trade secrets.** Employee acknowledges that the specialized nature of his knowledge of the company's proprietary information, trade secrets and other intellectual property are such that a breach of his covenant not to compete contained in this section 1 of this non-competition agreement would necessarily and inevitably result in a disclosure, misappropriation and misuse of such proprietary information, trade secrets and other intellectual property. Accordingly, Employee acknowledges and agrees that such a breach would inflict unique and irreparable harm upon the company and that the company shall be entitled, in addition to its other rights and available remedies, to enforce, by injunction or decree of specific performance, Employee's obligations set forth herein.

## 2. MISCELLANEOUS.

2.1 **Notices.** All notices, demands and requests required by this non-competition agreement shall be in writing and shall be deemed to have been given or made for all purposes (i) upon personal delivery, (ii) one day after being sent, when sent by professional overnight courier service, (iii) five days after posting when sent by registered or certified mail, or (iv) on the date of transmission when sent by telegraph, telegram, telex, or other form of "hard copy" transmission, to either party hereto at the address set forth below or at such other address as either party may designate by notice pursuant to this section 7.

If to the company: ,  
xyz inc.  
add1

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

## EMPLOYMENT APPLICATION

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# Employment Application

**My Company Inc.**  
my company address

FOR OFFICE USE ONLY	
Date Received	Application Number

Please complete all sections of this application clearly and legibly. If questions are not applicable, enter N/A.

Date of Application	
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Type of Position	
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Name			
First	Middle Initial	Last	
Street Address	City	State	Zip
Home Phone	Work Phone	Cell Phone	
Social Security Number		Date of Availability	
Full Time <input type="checkbox"/>	Part Time <input type="checkbox"/>	Availability Morning <input type="checkbox"/>	Afternoon <input type="checkbox"/> Both <input type="checkbox"/>
Have you ever been employed by us? If yes, give date and position held and reason for leaving.			

## EMPLOYMENT HISTORY

Starting with your current or most recent position, list all jobs that you have held. Add a supplemental sheet if necessary.

Employer & Address	Started	Ended
Salary	Position	Supervisor
Duties		
Reason for leaving.		

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

# Interview Questions

## General Interview Questions

Tell me about yourself?

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What do you know about our company?

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Why would you like to work for our company?

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What can you do for our company that would set you apart from other candidates?

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With regards to the available position, what do you find the most appealing and least appealing?

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Why should we hire you for this position?

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What are you presently looking for in a company and in a position?

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Tell me your idea of the perfect job and perfect company?

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What are your short, medium and long-term goals?

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What are your strengths and weaknesses?

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Why are you planning on leaving your present job/

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Why did you leave your last job?

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What do you think of your current boss?

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What would be your ideal boss?

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## Identifying Candidates Management Style

Do you think you may be overqualified for the position that we have to offer?

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Do you think you may be under qualified for the position that we have to offer?

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Describe what is your management style?

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Do you find that you are a good manager? Give some examples.

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How would you manage conflict between co-workers?

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What do you look for when interviewing candidates for a position?

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Did you ever have to supervise individuals?

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Did you ever have to fire anyone? If yes, how did you handle the situation?