


Employment standard kit

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

Our Standard Kit contains everything to meet your employment needs.

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

Have a look at the following excerpts.



**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

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

## **NON-COMPETITION AND NON-SOLICITATION AGREEMENT**

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Entire agreement  
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Acknowledgment

#### **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?