

Non-Competition Agreement

This Non-Competition Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and between _____ ("Employee") and _____ ("Company"), principal place of business at _____.

For good consideration and as an inducement for Company to enter into this Agreement with Employee, Employee hereby agrees not to directly or indirectly compete with Company and its successors and assigns during the period of employment and for a period of _____ years following termination of employment and notwithstanding the cause or reason for termination.

The previously mentioned term "not compete" as used herein shall mean that Member shall not own, manage, or operate a business substantially similar to or competitive with the present business of Company or such other business activity in which Company may substantially engage during the term of employment. Employee acknowledges that Company shall or may in reliance of this Agreement provide access to trade secrets, clients, and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. This Agreement shall extend for a radius of _____ miles from any location from which any services conducted by Company are operated out of and shall be in full force and effect for _____ years after termination. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

The parties hereby acknowledge that they are bound by obligations set forth in this document by affixing their signature below.

Employee:
Date:

Company Representative:
Date: