

# Employment Contract

This contract, dated on the \_\_\_\_\_, **2022**, is made between [company name] and [employee name] of [city, state]. This document constitutes an employment agreement between these two parties and is governed by the laws of [state or district].

WHEREAS the Employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

**1. Employment**

The Employee agrees that he or she will faithfully and to the best of their ability to carry out the duties and responsibilities outlined in the Scope of Work (SOW). The Employee shall comply with all company policies, rules, and procedures at all times.

**2. Position**

As a [job title], it is the duty of the Employee to perform all essential job functions and duties. From time to time, the Employer may also add other duties within the reasonable scope of the Employee's work.

**3. Compensation**

As compensation for the services provided, the Employee shall be paid a wage of \$\_\_\_\_\_ [per hour/per annum] and will be subject to a(n) [quarterly/annual] performance review. All payments shall be subject to mandatory employment deductions (State & Federal Taxes, Social Security, Medicare).

**4. Benefits**

The Employee has the right to participate in any benefits plans offered by the Employer. The employer currently offers [list benefits, if any]. Access to these benefits will only be possible after the probationary period has passed.

**5. Probationary Period**

It is understood that the first [time frame] of employment constitutes a probationary period. During this time, the Employee is not eligible for paid time off or other benefits. During this time, the Employer also exercises the right to terminate employment at any time without advanced notice.

**6. Paid Time Off**

Following the probationary period, the Employee shall be eligible for the following paid time off: • [length of time for vacation] • [length of time for sick/personal days] • Bereavement leave may be granted if necessary.

The employer reserves the right to modify any paid time off policies.

**7. Termination**

It is the intention of both parties to form a long and mutually profitable relationship. However, this relationship may be terminated by either party at any time provided [length of time] written notice is delivered to the other party.

The Employee agrees to return any Employer property upon termination.

**8. Non-Competition and Confidentiality**

As an Employee, you will have access to confidential information that is the property of the Employer. You are not permitted to disclose this information outside of the Company.

During your time of Employment with the Employer, if a full time employee, you may not engage in any work for another Employer that is related to or in competition with the Company. You will fully disclose to your Employer any other Employment relationships that you have, and you will be permitted to seek other employment provided that (a.) it does not detract from your ability to fulfill your duties, and (b.) you are not assisting another organization in competing with the employer.

It is further acknowledged that upon termination of your employment, you will not solicit business from any of the Employer's clients for a period of at least [time frame].

**9. Entirety**

This contract represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This agreement may be modified at any time, provided the written consent of both the Employer and the Employee.

**10. Legal Authorization**

The Employee agree that he or she is fully authorized to work in [country name] and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

**11. Severability**

The parties agree that if any portion of this contract is found to be void or

unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

## **12. Jurisdiction**

This contract shall be governed, interpreted, and construed in accordance with the laws of [state, province or territory].

## **13. Confidentiality**

Employee acknowledges that it may have access to information that is treated as confidential and proprietary by Employer, including but not limited to, trade secrets and information pertaining to business operations, strategies, personnel, members, and board directors, whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “Confidential Information”). Employee agrees to treat all such Confidential Information as strictly confidential, not to disclose such Confidential Information or permit it to be disclosed, in whole or in part, to any third party without the prior written consent of Employer in each instance, and not to use any such Confidential Information for any purpose except as required in the performance of the Services. Employee agrees to abide by the terms of this paragraph and shall notify Employer immediately in the event employee becomes aware of any loss or disclosure of any of Employer’s Confidential Information.

Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

## **14. Indemnification**

Employee shall indemnify and hold Employer harmless from any loss or liability (included reasonable attorney’s fees) resulting from a claim against Employer initiated by a third party to this contract arising from Employee’s breach of the terms and conditions of this Agreement or Consultant’s fraud, gross negligence or willful misconduct in performing services under this Agreement.

## **15. Termination of Agreement**

Either party may terminate this Agreement at any time by giving thirty (30) days written notice of the intent to terminate to the other party.

## **16. Prevailing Terms**

To the extent that any of the terms or conditions stated in a SOW attached to or associated with this Agreement vary from, modify, or conflict with any of the terms or conditions stated elsewhere in this Agreement, the terms and conditions stated in the SOW shall prevail and govern.

## **17. Governing Law & Arbitration**

This Agreement shall be governed by and construed in accordance with the laws of the [state, province or territory].

In the event of any dispute between the parties which arises under this Agreement, such dispute shall be settled by arbitration in accordance with the rules for arbitration of the American Arbitration Association (or a similar organization) in effect at the time such arbitration is initiated, and subject further to the provisions of the [state, province or territory] Arbitration Act, incorporated by reference. A list of arbitrators shall be presented to the Claimant and Respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in [state, province or territory], unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties. Each party will bear their own legal fees and costs in connection with any arbitration, unless the arbitration decision and award otherwise provide. Any questions involving contract interpretation shall use the laws of [state, province or territory]. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

## **18. Severability**

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

## **19. Notice**

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal

delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, email, or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

**20. Entire Agreement**

This Agreement and the Attachments constitute the entire agreement between the parties hereto and supersede all prior and contemporaneous agreements, arrangements, and understandings between the parties hereto. There are no other understandings, statements, promises, or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. No modification to this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

**21. Modifying Agreement**

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

IN WITNESS AND AGREEMENT WHEREOF, the Employer has executed this contract with due process through the authorization of official company agents and with the consent of the Employee, given here in writing:

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date