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**EMPLOYMENT AGREEMENT SAMPLE**

 MADE this day of\_\_\_\_\_\_, by and between XXX COMPANY, a \_\_\_\_\_\_\_\_\_ partnership with an office in \_\_\_\_\_, \_\_\_\_\_\_\_ (XXX) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, XXX is in the business of providing professional management for Trade Associations and similar groups; and

WHEREAS, in carrying out such functions, employees of XXX are placed in positions of trust and confidence with such clientele and develop, with XXX's encouragement and guidance, close working relationships with members of client associations; and

WHEREAS, Employee has accepted employment with XXX as an \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with responsibilities in the management of the affairs of the Trade Association clients of XXX; and

WHEREAS, in such employment Employee will obtain confidential information, as defined hereinafter, and develop close personal relationships with the officers and directors of XXX's Trade Association clients; and

WHEREAS, as a condition of such employment, XXX requires that it be assured against the use of confidential information or the employment relationship in a manner contrary to XXX's interests.

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants, and intending legally to be bound, the parties agree as follows:

1. XXX employs Employee and Employee accepts such employment and will carry out faithfully such functions and responsibilities as he/she is assigned by XXX from time to time. Employee shall devote such time and attention to said employment as XXX requires, and shall use his/her best efforts in furtherance of the business of the Company.

2. Effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Employee's salary shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_ per year. From and after, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ such salary shall be subject to review from time to time and to modification by XXX in its sole discretion.

3. Employee's employment hereunder shall be for a period of 3 months, and then shall continue from month to month thereafter for an indefinite period unless and until terminated by the giving of a written notice of termination by either party hereto to the other, such termination to be effective fifteen (15) days after the delivery of such notice, or sooner, if mutually agreed upon.

4. Employee and XXX acknowledge the following facts:

A. XXX has, at substantial costs and effort, developed valuable relationships between its Trade Association clients and the XXX employees who act as executives, officers and administrators for each such Association XXX manages.

B. XXX has reposed its trust in Employee and its other employees regarding the management and retention of XXX's Trade Association clients, and Employee recognizes his/her obligation to discharge that trust in good faith.

C. XXX has created or compiled a significant amount of information known only to itself or not publicly or generally known, regarding the techniques and practice of management, and operation of Trade Associations, and XXX has received and will hereafter receive information as to the manner of operation and statistical data regarding the members of XXX's Trade Association clients, some or all of which information has been or will be disclosed to Employee in secret and confidence (which information is hereafter collectively described as the "Confidential Information").

D. Employee recognizes and agrees that the Confidential Information is maintained by XXX in secret and confidence, and is a commercially valuable asset of significant assistance to XXX in the maintenance and furtherance of XXX's business.

5. Employee agrees:

A. To hold the Confidential Information in strict secret and confidence and to use it only as needed in carrying out his/her duties as employee of XXX.

B. Not directly or indirectly to disclose the Confidential Information to any Person at any time, either during or following his/her employment with XXX, or to use any Confidential Information for his/her personal benefit or otherwise.

C. That if Employee's employment by XXX is terminated, Employee shall immediately return to XXX all manuals, letters, notes, notebooks, reports, financial statements, memoranda, customer's lists and all other materials and all copies thereof relating in any way to the Company's business and in any way obtained by him/her during the period of employment with the company, which are in his/her possession or control.

6. Employee agrees that, for a period of two (2) years following Termination:

A. He/she will not compete with XXX for the Trade Association Business of any XXX Association.

B. He/she will not solicit any XXX Association to perform the services described in Paragraph 6A above, on behalf of himself/herself or any other Person, nor will he/she make such solicitation while employed by XXX.

C. He/she will not directly or indirectly take any other action that will cause or contribute to the diversion of any XXX Association business from XXX to any other Person.

D. He/she will not directly or indirectly offer to employ or employ XXX employees or any person who was an XXX employee at the time of or within six (6) months before Termination ("a Former XXX Employee").

E. He/she will not accept employment in the Trade Association business with a Former XXX Employee or with any Person in which a Former XXX Employee has an interest.

7. As used in this Agreement:

A. A "Person" means any individual, proprietorship, partnership, corporation or any other entity.

B. An "Interest" means connection of an individual with an entity, either as proprietor, employee, consultant, agent, representative, sharer of receipts or earnings, partner, shareholder, officer, director, or holder of an option or right to acquire an equity interest.

C. An "XXX Association" means any trade association or other entity for which XXX was providing management or other services at Termination, or for which XXX provided such services during the twelve (12) month period prior to Termination.

D. "Trade Association Business" means the management or advising of trade associations and such other business activities as XXX was performing at Termination.

E. "Compete" shall mean the employment of Employee by an XXX Association, or his retention by such association as its manager or as a consultant, officer or director of such association, or the performing of any services for any such association, any of which services are the same, or similar, to those now or then being performed by XXX for such an association, or any connection of Employee with any Person performing management services for such a trade association, any of which services are the same, or similar, to those now or then being performed by XXX for such an association, whether as a proprietor, employee, agent, representative, sharer of receipts or earnings, partner, stockholder, holder of an option or right to acquire an equity interest, officer, director, independent contractor of or consultant to any such Person.

F. "Termination" shall mean the date on which Employee ceased to be employed by XXX.

8. Where the provisions of this Agreement relate to events after Termination, said provisions shall apply regardless of whether Employee or XXX terminated the employment, and regardless of whether the termination was for a specific cause or reason or was without one.

9. Neither Employee nor XXX will, in discussing Employee's relationship with XXX or generally, disparage, discredit or otherwise treat or refer to each other or to other XXX personnel in a detrimental manner.

10. The invalidity or unenforceability of any one or more provisions of this Agreement (whether such provision includes an entire paragraph or only a portion thereof) shall not impair or render ineffective the remaining provisions hereof, which shall remain in full force and effect.

11. If Employee violates any provision of this Agreement which requires him/her to refrain from a specified action for a designated period, the said period shall be deemed to begin to run only from the time Employee ceases to violate the said provision, whether voluntarily or involuntarily, and said period shall continue to run only during the time or times when Employee is not violating said provision.

12. Any action which Employee is prohibited from undertaking pursuant to this Agreement may be undertaken if Employee has obtained XXXs express written permission to perform such action.

13. No failure on the part of XXX to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by XXX or any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

14. Employee recognizes that XXX would have no adequate remedy at law for violation of this Agreement and that an injunction and/or temporary restraining order against Employee is therefore the only sufficient remedy, along with ancillary relief, to enforce the prohibitions hereunder.

15. Any notice required to be given hereunder shall be in writing and either delivered manually or mailed by certified mail, return receipt requested, to the other party.

16. This Agreement constitutes the entire agreement between the parties as to the subject matter contained therein, and there are no understandings or representations, express or implied relating thereto, not fully set forth herein.

17. This Agreement shall be governed by the laws of the STATE.

18. This Agreement supersedes and replaces any existing employment agreement between XXX and Employee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date first above written.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_