

DISCLAIMER

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**COVENANT NOT TO COMPETE: general form of provision in employment contract restricting a discharged employee's ability to compete with employer for a reasonable period of time**

If such employment is terminated for any cause, employee shall not, for a period of \_\_\_\_\_ years after leaving the employment, engage directly or indirectly, either personally or as an employee, associate partner, partner, manager, agent, or otherwise, or by means of any corporate or other device, in the \_\_\_\_\_ *[type of enterprise]* business within \_\_\_\_\_ *[restricted area, such as: \_\_\_\_\_ (city) and \_\_\_\_\_ (city)]* \_\_\_\_\_ *[if appropriate, add: nor shall employee for such period and in such localities solicit orders, directly or indirectly, from any customers of employer, or from any customers of its successor, for such products as are sold by employer or its successor, either for \_\_\_\_\_ (himself or herself) or as an employee of any person, firm, or corporation].*