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TERMINATION OF EMPLOYMENT CONTRACT AND RELEASE OF ALL CLAIMS: terminated employee's agreement to release any claims against employer in exchange for severance pay

TERMINATION OF EMPLOYMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Termination of Employment Agreement and General Release of All Claims ("Agreement") is made by and between _____ *[name and address of employer]* (referred to in this Agreement as the "Company") and _____ *[name and address of employee]* (referred to in this Agreement as the "Employee"), jointly, the parties ("Parties").

RECITALS

A. Employee was employed by the Company pursuant to an employment agreement dated _____ (the "Employment Agreement"); and

B. Employee and the Company agree to resolve any and all disputes regarding Employee's employment, the Employment Agreement, _____ *[his or her]* performance as a _____ *[describe employee's title and/or duties]* and _____ *[his or her]* separation from the Company.

Accordingly, the Parties agree as follows:

SECTION ONE.

TERMINATION OF EMPLOYMENT

The Company and Employee agree that Employee's employment with the Company will end on _____ *[date]*. The Parties further agree that the Employment Agreement will terminate on _____ *[date]*, except as otherwise provided below in this Agreement.

SECTION TWO.

SEVERANCE PAYMENT

In consideration for the Employee's promises contained in this Agreement, the Company agrees as follows:

(1). Beginning on _____[date] and continuing through _____[date], the Company shall pay the Employee, pursuant to the terms and conditions described below in this Agreement, an amount equal to the annual rate of compensation provided in Section _____ of the Employment Agreement, on a pro-rated basis, less any withholdings and deductions as are, or may be, required by law. The Company shall pay the compensation in installments in accordance with the Company's normal payroll practices, with the first installment due on the date of the Company's first regularly scheduled payroll after _____[date].

(2). Employee acknowledges and agrees that this Agreement states all amounts to which _____[he or she] is entitled by virtue of _____[his or her] Employment Agreement and _____[his or her] employment by the Company, and that the amount listed above in this Section is being paid to resolve all disputes between the Parties, and that _____[he or she] is not entitled to any other funds from the Company, except as provided in this Section.

SECTION THREE.

EMPLOYMENT AGREEMENT PROVISIONS

The Employee's obligations under Section _____, Confidentiality, and under Section _____, Non-competition, of the Employment Agreement shall survive the termination of the Employment Agreement.

SECTION FOUR.

EMPLOYEE'S RELEASE AND PROMISES

As consideration for the Company's promises as contained in this Agreement, Employee agrees as follows:

(1). Employee (on behalf of _____[himself or herself] and all of _____[his or her] heirs, assigns, legal representatives, successors-in-interest, or any person claiming through _____[him or her]) agrees to release and discharge any claim, charge, complaint, demand, dispute or liability of any kind that relates to or involves _____[his or her] employment by the Company, the Employment Agreement, the termination of the Employment Agreement and/or _____[his or her] separation from the Company, except those claims that may arise from any breach of this Agreement, which _____[he or she] has had or now has against the Company or against any other business that is related to the Company, including, but not limited to all of its parent, subsidiary and affiliated companies ("Related Entities") or against any current or former employee, officer, director, agent, shareholder, attorney, accountant, partner, insurer, advisor, partnership, assign, successor-in-interest, joint venturer, and/or

affiliated person of the Company or of any of the Related Entities (“Related Persons”). The claims being released by Employee include, but are not limited to, any and all claims for pay, benefits, damages, fees and costs, or any other relief that may be or could have been asserted in any legal or administrative proceeding under federal law, including, but not limited to, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.A. §§621 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C.A. §§2000 et seq., 42 U.S.C.A. §§1981, the Americans With Disabilities Act, as amended, 42 App. U.S.C.A. §§ 12101 et seq., the Family and Medical Leave Act, 29 U.S.C.A. §§2611 et seq., the Employee Retirement Income Security Act of 1974, as amended, 29 App. U.S.C.A. §§ 1.001 et seq.; or under any state or local statute or regulation, Act or law similar to the federal laws; or any claim for tortious conduct, including, but not limited to, defamation or slander, infliction of emotional distress, negligence, interference with contract or for breach of contract or equitable relief. In short, Employee knowingly and voluntarily releases any and all claims _____[he or she] has had or may have against the Company, the Related Entities and the Related Persons.

(2). Employee further acknowledges that _____[he or she] is aware of and has had the opportunity to consult with an attorney and become aware of _____[his or her] rights under the laws specifically and generally described above in this Section, and that _____[he or she] is permanently waiving those legal rights to the fullest extent that waiver is allowed by law.

SECTION FIVE.

MUTUAL PROMISES AND COVENANTS

Employee also agrees that _____[he or she] will not engage in any conduct or make any statements which are critical of the Company, the Related Entities, or any of the Related Persons regarding, relating to or in connection with _____[his or her] employment, Employment Agreement, the termination of the Employment Agreement and Employee’s separation from the Company; that _____[he or she] will not disclose any information, knowledge or data about the Company or any of the Related Entities which has been designated and/or treated as confidential; that _____[he or she] will not claim as _____[his or her] own, make use of or take with _____[him or her] any intellectual property, including without limitation trade secrets, trademarks, trade names and/or copyrighted material that _____[he or she] developed while employed by the Company; and that _____[he or she] will surrender or has surrendered to the Company on _____[his or her] last day in the office all letters, papers, documents, instruments, records, books, products, keys, charge cards, identification cards, computer and telephone passwords and any other material owned by the Company or used by _____[him or her] in the performance of _____[his or her] duties. The Company agrees that it will not engage in any conduct or make any statements which are critical of Employee regarding _____[his or her] employment, the Employment Agreement, the termination of _____[his or her] Employment Agreement, or _____[his or her] separation from the Company.

Employee acknowledges that _____[*he or she*] has no right to return to _____[*his or her*] employment with the Company or the Related Entities. Employee further acknowledges that _____[*he or she*] understands that this provision may not be waived, except in writing signed by an authorized personnel executive.

SECTION SIX.

CONFIDENTIALITY

Employee further agrees not to disclose or publicly comment upon the terms, provisions of or information regarding this Agreement and the events that led up to the termination of the Employment Agreement; provided, however, that Employee (1) may disclose the terms to _____[*his or her*] family, legal counsel, financial advisors, and/or agents or representatives, as long as the family members, legal counsel, financial advisors, agents or representatives agree to be bound by this confidentiality obligation; and (2) may disclose any terms as are necessary to fulfill any obligations under this Agreement and to comply with the requirements of any law or legal process.

SECTION SEVEN.

DENIAL OF VIOLATIONS

Employee acknowledges and agrees that the making of these promises by the Company in this Agreement does not mean that the Company or any of its Related Entities or Related Persons has violated any federal or state law or regulation, or violated any contractual or other obligation it may have to Employee, and that any such violation expressly is denied. Rather, the Company is making these promises solely in exchange for Employee's promises to the Company, as contained in this Agreement.

SECTION EIGHT.

REMEDIES IN CASE OF EMPLOYEE'S DEFAULT

Employee further acknowledges that if _____[*he or she*] fails to keep any of _____[*his or her*] promises to the Company, the Company may take whatever legal action it chooses to enforce those promises and/or to recover from the Employee the amount of any damage the Company, its Related Entities or its Related Persons suffer because of _____[*his or her*] failure to keep those promises. The prevailing party in such an action shall be entitled to attorney's fees and costs from the other party.

SECTION NINE.

ENTIRE AGREEMENT

Employee agrees that this document contains all of the promises and obligations between the Parties, and extinguishes and terminates all pre-existing agreements,

including (except as specified in Section Three above) the Employment Agreement. None of the promises in this Agreement can be changed unless both Parties agree to the change and put that change in writing.

SECTION TEN.

GOVERNING LAW

This Agreement has been negotiated and executed in the State of _____, and the rights and obligations of the Parties shall be construed and enforced in accordance with the laws of the State of _____.

SECTION ELEVEN.

INVAILDITY OF PROVISIONS

Should any portion of this Agreement be found to be invalid for any reason whatsoever, excepting only the release contained in Section Four, no other provision shall be affected, and this Agreement shall be read as if it did not contain that provision. The Parties intend for any invalid provision to be severable from the remainder.

Dated:_____.

[Signatures]