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GENERAL EMPLOYMENT AGREEMENT: long form

EMPLOYMENT AGREEMENT

Agreement made, effective as of _____[*date*], by and between _____, a corporation organized and existing under the laws of the State of _____, with its principal office located at _____[*address*], _____[*city*], _____ County, _____[*state*], referred to in this agreement as employer, and _____, of _____[*address*], _____[*city*], _____ County, _____[*state*], referred to in this agreement as employee.

RECITALS

- A. Employer is engaged in the business of _____, and maintains a branch office at _____[*address*], _____[*city*], _____ County, _____[*state*].
- B. Employee has been engaged and has had a great deal of experience in the above-designated business.
- C. Employee is willing to be employed by employer, and employer is willing to employ employee, on the terms, covenants, and conditions set forth in this agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE.

EMPLOYMENT

- A. Employer employs, engages, and hires employee as a _____[*designate position*] to _____[*designate duties*], and employee accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of employer.
- B. Employee shall perform such other duties as are customarily performed by one holding such position in other, same, or similar businesses or enterprises as that engaged in by employer, and shall also additionally render such other and unrelated services and duties as may be assigned to _____[*him or her*] from time to time by employer.

SECTION TWO.

BEST EFFORTS OF EMPLOYEE

Employee agrees that _____[*he or she*] will at all times faithfully, industriously, and to the best of _____[*his or her*] ability, experience, and talents, perform all of the duties that may be required of and from _____[*him or her*] pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of employer. Such duties shall be rendered at _____[*address*], _____[*city*], _____[*state*], and at such other place or places as employer shall in good faith require or as the interest, needs, business, or opportunity of employer shall require.

SECTION THREE.

TERM OF EMPLOYMENT

The term of this agreement shall be a period of _____[*number*] years, commencing _____[*date*], and terminating _____[*date*], subject, however, to prior termination as provided in this agreement. At the expiration date of _____[*date*], this agreement shall be considered renewed for regular periods of one year, provided neither party submits a notice of termination.

SECTION FOUR.

COMPENSATION OF EMPLOYEE

Employer shall pay employee, and employee shall accept from employer, in full payment for employee's services under this agreement, compensation at the rate of \$_____ per _____[*year*], payable twice a month on the _____[*number*] and _____[*number*] days of each month while this agreement shall be in force.

Employer shall reimburse employee for all necessary expenses incurred by employee while traveling pursuant to employer's directions.

SECTION FIVE.

TERMINATION DUE TO DISCONTINUANCE OF BUSINESS

In spite of anything contained in this agreement to the contrary, in the event that employer shall discontinue operating its business at _____[*address*], _____[*city*], _____[*state*], then this agreement shall terminate as of the last day of the month in which employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the termination date of this agreement.

SECTION SIX.

OTHER EMPLOYMENT

Employee shall devote all of _____[*his or her*] time, attention, knowledge, and skills solely to the business and interest of employer, and employer shall be entitled to all of the benefits, profits, or other issues arising from or incident to all work, services, and advice of employee, and employee shall not, during the term of this agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other business similar to employer's business or any allied trade; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of employee to invest any of _____[*his or her*] money in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent employee from investing or limit employee's right to invest _____[*his or her*] money in real estate.

SECTION SEVEN.

RECOMMENDATIONS FOR IMPROVING OPERATIONS

Employee shall make available to employer all information of which employee shall have any knowledge and shall make all suggestions and recommendations that will be of mutual benefit to employer and employee.

SECTION EIGHT.

TRADE SECRETS

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, corporation, or other entity in any manner whatsoever any information concerning any matters affecting or relating to the business of employer, including but not limited to any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or has sold, its products, or any other information concerning the business of employer, its manner of operation, its plans, processes, or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important, employer and employee specifically and expressly stipulating that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of employer, and employer's good will, and that any breach of the terms of this section shall be a material breach of this agreement.

SECTION NINE.

TRADE SECRETS AFTER TERMINATION OF EMPLOYMENT

All of the terms of Section Eight of this agreement shall remain in full force and effect for the period of _____[*number*] years after the termination of employee's employment for any reason, and during such _____[*number*]-year period, employee shall not make or permit the making of any public announcement or statement of any kind that _____[*he or she*] was formerly employed by or connected with employer.

SECTION TEN.

ADDITIONAL COMPENSATION

Employee shall not be entitled to any additional compensation by reason of any service that _____[*he or she*] may perform as the member of any managing committee of employer, or in the event that _____[*he or she*] shall at any time be elected an officer or director of employer.

SECTION ELEVEN.

EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER

In spite of anything contained in this agreement to the contrary, employee shall not have the right to make any contracts or commitments for or on behalf of employer without first obtaining the express written consent of employer.

SECTION TWELVE.

AGREEMENTS OUTSIDE OF CONTRACT

This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date of this agreement, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement, and each of the parties acknowledges that _____[*he or she or it*] has relied on its own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied on such payments or representations in connection with _____[*his or her or its*] dealings with the other.

SECTION THIRTEEN.

VACATION

Employee shall be entitled to _____[*number*] days of paid vacation each year during the term of this agreement, the time for such vacation to be determined by mutual agreement between employer and employee.

SECTION FOURTEEN.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION FIFTEEN.

FIDELITY BOND

Employee will immediately make application for a fidelity or a surety bond, to any company designated by employer, in such amount as may be specified by employer. Employer shall pay the premium on such bond, and such bond shall continue in force in such amounts as employer may from time to time require and in the event such bond is refused, or is ever canceled, except with the approval of employer, employee's employment may be terminated immediately and employee shall be entitled to compensation to the date of such termination only.

SECTION SIXTEEN.

TERMINATION

A. This agreement may be terminated by either party on _____[*number*] days' written notice to the other. If employer shall so terminate this agreement, employee shall be entitled to compensation for _____[*number*] days.

B. In the event of any violation by employee of any of the terms of this agreement, employer may terminate employment without notice and with compensation to employee only to the date of such termination.

C. It is further agreed that any breach or evasion of any of the terms of this agreement by either party will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and or specific performance as well as to all other legal or equitable remedies to which such injured party may be entitled under this agreement.

SECTION SEVENTEEN.

TERMINATION FOR DISABILITY

A. In spite of anything in this agreement to the contrary, employer has the option to terminate this agreement in the event that employee shall, during the term of this agreement, become permanently disabled as the term permanently disabled is fixed and defined in this Section. Such option shall be exercised by employer giving notice to employee by registered mail, addressed to _____[*him or her*] in care of employer at _____[*mailing address*] or at such other address as employee shall designate in writing of employer's intention to terminate this agreement on the last day of the month during which such notice is mailed. On the giving of such notice, this agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally set forth in this agreement as the termination date of this agreement.

B. For the purposes of this agreement, employee shall be deemed to have become permanently disabled, if, during any year of the term of this agreement, because of ill health, physical or mental disability or for other causes beyond employee's control _____[*he or she*] shall have been continuously unable or unwilling or shall have failed to perform _____[*his or her*] duties under this agreement for _____[*number*] consecutive days, or if, during any year of the term of this agreement, employee shall have been unable or unwilling or shall have failed to perform _____[*his or her*] duties for a total period of _____[*number*] days, irrespective of whether or not such days are consecutive. For the purposes of this agreement, the term "any year of the term of this agreement" is defined to mean any 12-calendar-months period commencing on _____[*date*], and terminating on _____[*date*], during the term of this agreement.

SECTION EIGHTEEN.

EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION NINETEEN.

CHOICE OF LAW

It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of _____ and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of _____ shall be applicable and shall govern to the exclusion of the law of any

other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

SECTION TWENTY.

NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION TWENTY-ONE.

ATTORNEY FEES

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

SECTION TWENTY-TWO.

PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness of the above, each party to this agreement has caused it to be executed at _____ *[place of execution]* on the date indicated below.

[Signatures and date(s) of signing]

[Title of person representing employer]