[COMPANY NAME]

Employment Agreement

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Employee

Address

City State Zip

Dear Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_,

The purpose of this letter is to set forth our agreement regarding your employment at [COMPANY NAME] (referred to hereinafter as the “Company”).

**Employment** - The Company shall employ you on a [PART- TIME or FULL-TIME] basis. Your employment will begin [DATE OF COMMENCEMENT] and will continue in accordance with the provisions this Agreement.

**Term:** You acknowledge that you are an employee-at-will and the Company may terminate your employment for any lawful reason with or without cause.

**Responsibilities**: Your job title and responsibilities shall be as follows: [INSERT JOB TITLE AND JOB DESCRIPTION/QUALIFICATIONS/RESPONSIBILITIES]

**Hourly Rate** - As consideration for your services, the Company agrees to pay and you agree to accept an hourly rate of [INSERT HOURLY RATE] (“Hourly Pay”) commencing upon your first day of work.

**Benefits** – Company shall have no obligation to provide any bonuses, benefits, sick leave, maternity leave, or additional compensation in any form whatsoever.

**Termination**

* 1. As an employee-at-will the Company shall have the right to terminate your employment for any lawful reason with or without cause including but not limited to the following:

failure or refusal to perform your duties and responsibilities in any material respect

willful misappropriation of the funds or property of the Company;

use illegal drugs or alcohol interfering with the performance of your obligations under this Agreement;

the admission, confession or plea bargain to, or conviction of a felony or of any crime involving moral turpitude, dishonesty, theft, sexual misconduct, unethical or unlawful conduct; or

commission of any willful or intentional act which could reasonably be expected to injure the reputation, business or business relationships of the Company or which may tend to bring you or the Company or any affiliate of the Company into disrepute, or the commission of any act which is a breach of your fiduciary duties to the Company.

**Assignment** - This agreement cannot be assigned by you.

**Entire Agreement** - This agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof, and may be modified or amended only in writing, signed by the party to be charged.

**Governing Law** - This agreement shall be governed by, and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly within that state.

**Trade Secrets and Confidential Information.** During the term of this Agreement, you may have access to, and become familiar with, various trade secrets and confidential information belonging to the Company, including, but not limited to, client lists, the Company's marketing, technical, business development, logistic, or management processes. You acknowledge that such confidential information and trade secrets are owned and shall continue to be owned solely by the Company. During the term of your employment and for thirty-six (36) months after such employment terminates for any reason, regardless of whether such termination is initiated by the Company or by you, you agree not to use, communicate, reveal or otherwise make available such information for any purpose whatsoever, or to divulge such information to any person, partnership, corporation, limited liability company or entity other than the Company or persons expressly designated by the Company, unless you are compelled to disclose such information by judicial process.

**Acknowledgment** - You represent that you have the legal right to enter into this Agreement and perform your duties hereunder; that your entry into and performance hereunder is not nor will be a breach of any other obligation or agreement applicable to you; and that your performance hereunder does not violate the rights of any third party. Any breach of the foregoing representation shall relieve the Company of any obligation to you hereunder.

Please sign one copy of this agreement indicating your acceptance of its terms and conditions and return it to me. Retain one copy for your files.

Very truly yours,

[COMPANY NAME]

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

### ACCEPTED AND AGREED TO:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME: