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## NON-COMPETE AGREEMENT

This agreement is entered on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, as Employer, and \_\_\_\_\_, as Employee.

In consideration of the employment obtained by Employee under this agreement and for other good and valuable consideration, Employee covenants, agrees, and acknowledges:

Upon termination of Employee's employment, for whatever reason, Employee agrees not to compete with Employer within a \_\_\_\_ mile radius from the Employer's, office, presently located at \_\_\_\_\_, for a period of \_\_\_\_ years following termination. Employee acknowledges that, due to the nature of Employer's business and the geographic scope of its operations, that the period of non-competition shall be for \_\_\_\_ years following termination of employment. Employee agrees that during the period in which he or she must not compete, he or she will not work for, advise, consult with, serve or assist in any way, directly or indirectly, any party whose business which in any way competes with the activities or businesses of Employer.

Employee agrees further not to purchase or otherwise acquire any interest of any kind in any business which in any way competes with Employer within a \_\_\_\_ mile radius from the Employer's, office, described above, for a period of \_\_\_\_ years following termination. The foregoing provisions shall be operative for the benefit of Employer and any business owned or controlled by Employer or any successor or assign of any of the foregoing.

That any information obtained by Employee while employed by Employer regarding the nature of employer's business, services, fees, commissions, customers, or any of its activities, is confidential, and is important to Employer and to the effective operation of Employer's business. Employee therefore agrees that while employed by Employer and at any time after the employment, Employee will make no disclosure of any kind, directly or indirectly, concerning any such confidential matter relating to the business of Employer.

The parties to this agreement, recognizing that irreparable injury will result to Employer, its business, and property in the event of Employee's breach of his or her agreement not to compete, Employee agrees that, in the event of violation by employee of the agreement against competition, Employee will pay as liquidated damages to employer the sum of \$ \_\_\_\_\_. It is recognized and agreed that damages in such event are difficult of ascertainment, though great and irreparable, and that this agreement with respect to liquidated damages shall in no event prevent employer from obtaining injunctive relief.

\_\_\_\_\_ *Employee Initials*      \_\_\_\_\_ *Employer Initials*

In addition to liquidated damages, Employer, shall be entitled, in addition to any other remedies and damages available, to an injunction to restrain the violation thereof, by Employer, its partners, agents, servants, employers, employees, and all other persons acting for or with Employer.

Employee represents and admits that in the event of termination of his or her employment, for any cause whatsoever, Employee's experience and capabilities are such that Employee can obtain employment in a business engaged in other lines and/or of a different nature than Employer, and that the enforcement of a remedy by way of injunction will not prevent Employee from earning a livelihood.

In the event that Employer is required to bring an action in connection with the performance, breach, or interpretation of this agreement, or in any way relating to the employment or contemplated by this agreement, the prevailing party in that action shall be entitled to recover from the losing party all reasonable costs and expenses of litigation, including attorney's fees, court costs, costs of investigation, accounting, and other costs reasonably related to the litigation in both the trial and appellate courts.

If any term, covenant, condition, or provision of this agreement, or the application of this agreement to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this agreement, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this agreement shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties. No part of this agreement can be waived or amended or modified except in writing, executed by Employer and Employee.

\_\_\_\_\_  
EMPLOYER, Signature

\_\_\_\_\_  
EMPLOYEE, Signature

\_\_\_\_\_  
EMPLOYER, Print Name

\_\_\_\_\_  
EMPLOYEE, Print Name