

# Employment Agreement

This Employment Agreement is made effective as of \_\_\_\_\_, 20\_\_ [date], by and between \_\_\_\_\_ [company name], a \_\_\_\_\_ [state of incorporation] corporation (the "Company"), and \_\_\_\_\_ [employee name] ("Employee").

Whereas, Company desires to retain the services of Employee, and Employee desires to be employed by Company, Company and Employee hereby agree as follows:

**1. Position.** Company shall employ the Employee in the position of \_\_\_\_\_ [title]. Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of \_\_\_\_\_ [title of supervisor]. Company retains the right to change Employee's title, duties, and reporting relationships from time to time as may be determined to be in the best interests of the Company; provided, however, that any such change in Employee's duties shall be consistent with Employee's training, experience, and qualifications. The terms and conditions of the Employee's employment shall, to the extent not addressed or described in this Employment Agreement, be governed by Company's policies and practices. In the event of a conflict between this Employment Agreement and the Company's policies and practices, the terms of this Agreement shall govern.

**2. Term.** The parties agree that Employee's employment with Company will be at-will employment and that Employee may be terminated at any time with or without cause or notice. Employee understands and agrees that neither job performance nor promotions, commendations, bonuses or the like from Company shall give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of the at-will employment with the Company.

### **3. Compensation and Benefits.**

**a. Base Salary.** Employee shall be paid a base salary of \$\_\_\_\_\_ [amount] weekly, which is \$\_\_\_\_\_ [amount] annually ("Base Salary"), subject to applicable withholdings required by law. Such Base Salary shall be paid to Employee in the same manner and on the same payroll schedule in which all Company employees receive payment. Any increases in

Employee's Base Salary for years beyond the first year of Employee's employment shall be in the sole discretion of Company management, and nothing herein shall be deemed to require any such increase.

**b. Incentive and Deferred Compensation.** Employee shall be eligible to participate in all incentive and deferred compensation programs available to other executives or officers of Company, with any such participation to be in the same form, under the same terms, and to the same extent that such programs are made available to other such executives or officers. Nothing in this Employment Agreement shall be deemed to require the payment of bonuses, awards, or incentive compensation to Employee if such payment would not otherwise be required under the terms of the Company's incentive compensation programs.

**c. Employee Benefits.** Employee shall be eligible to participate in all employee benefit plans, policies, programs, or perquisites in which other Company executive or officers participate. The terms and conditions of Employee's participation in the Company's employee benefit plans, policies, programs, or perquisites shall be governed by the terms of each such plan, policy, or program.

**4. Expenses.** The Company shall pay or reimburse Employee for any expenses reasonably incurred by the Employee in furtherance of his or her duties as an employee of the Company, including expenses for entertainment, travel, meals and hotel accommodations, upon submission of vouchers or receipts maintained and provided to the Company in compliance with such rules and policies relating thereto as the Company may from time to time adopt.

**5. Duties and Performance.** Employee acknowledges and agrees that he or she is being offered a position of employment by the Company with the understanding that the Employee possesses a certain set of skills, abilities, and experiences which will benefit the Company. Employee agrees to perform faithfully, industriously, and to the best of his or her ability, experience, and talents, all of the duties that may be assigned to the Employee by the Company. Employee shall devote his or her full time, energy and skill to the performance of the services in which the Company is engaged, at such time and place as the Company may direct. Employee shall not undertake, either as an owner, director, employee, shareholder (except as a passive shareholder in an investment) or otherwise, the performance of services for compensation (actual or expected) for any other entity without the express written consent of the Company.