EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made on _____, 20____ (the "Effective Date").

Employer: _____, mailing address _____.

Employee: _____, mailing address _____.

1. POSITION AND DUTIES

The Employer employs the Employee as _____ (job title), a [ ] full-time [ ] part-time [ ] temporary position, reporting to _____.

The Employee's main duties are: _____. The Employee will also perform other reasonable duties that fit the position.

This employment depends on the Employee providing, within three business days after the first day of work, the documents federal law requires to verify identity and authorization to work in the United States.

2. START DATE AND TERM

Employment begins on _____. (Check one): [ ] Employment is at will, and either party may end it at any time, with or without cause. [ ] Employment is for a fixed term ending on _____, unless it ends earlier under the "Ending Employment" section.

Probationary period (optional): the first _____ months of employment.

3. WORK LOCATION AND HOURS

Main work location: _____. (Check one): [ ] on site [ ] fully remote [ ] hybrid, with _____ days a week in the office.

Regular hours: about _____ hours per week, normally _____.

(Check one): [ ] The position is exempt from overtime. [ ] The position is non-exempt, and the Employer will pay overtime at one and one-half times the regular rate for hours over 40 in a workweek and any other hours state law treats as overtime.

4. COMPENSATION

(Check one): [ ] Annual base salary of $_____. [ ] Hourly wage of $_____. Paid _____ (weekly, every two weeks, twice a month or monthly) on the Employer's regular paydays, less required withholdings.

Bonus or commission (optional): _____.

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5. BENEFITS AND LEAVE

The Employee may take part in these benefit plans, subject to their terms: _____. The Employer will provide workers' compensation, unemployment insurance and other coverage the law requires.

Paid time off: _____ days per year, or as stated in the Employer's written policy. Paid holidays: _____.

The Employee will receive paid sick leave at least as required by the law of the state and any city or county where the Employee works.

6. EXPENSES, CONFIDENTIALITY AND INVENTIONS

The Employer will reimburse reasonable and necessary business expenses under its expense policy.

During and after employment, the Employee will keep the Employer's non-public business information confidential and use it only for the job. Nothing in this Agreement stops the Employee from discussing wages or working conditions, reporting possible violations of law to a government agency, or making any other disclosure the law protects. Under 18 U.S.C. § 1833(b), an individual is not liable under trade secret law for disclosing a trade secret in confidence to a government official or a lawyer solely to report or investigate a suspected violation of law, or in a court filing made under seal.

The Employee assigns to the Employer inventions and work the Employee creates during the employment that relate to the Employer's business, result from the Employee's work for the Employer, or use the Employer's resources. This does not apply to an invention developed entirely on the Employee's own time without the Employer's equipment, supplies, facilities or trade secret information, unless it relates to the Employer's business or actual or demonstrably anticipated research or development, or results from the Employee's work for the Employer. Inventions the Employee already owns: _____.

7. RETURN OF PROPERTY AND RESTRICTIONS

When employment ends, the Employee will return all Employer property and all copies of confidential information.

Optional: for _____ months after employment ends, the Employee will not solicit customers the Employee dealt with, or recruit employees the Employee worked with, to leave the Employer. Non-competes and some non-solicitation terms are void or limited in many states, including California, Minnesota, North Dakota, Oklahoma and Wyoming. Check your state's law before adding any restriction.

8. ENDING EMPLOYMENT

The Employer may end the employment at once for cause, such as material breach, dishonesty, serious misconduct or repeated failure to perform after a written warning. The Employer will give _____ days' written notice, or pay in place of notice, when ending employment without cause. The Employee will give _____ days' written notice of resignation.

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Severance (optional): _____ weeks of base pay if the Employer ends the employment without cause, payable only if the Employee signs a release of claims.

The Employer will pay all earned wages, and any accrued paid time off the law or its policy requires, by the deadline state law sets.

9. DISPUTES AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] in the courts serving _____ County [ ] by binding arbitration in _____ County, with the Employer paying the arbitration fees beyond a court filing fee.

This Agreement is the complete agreement about the employment and can be changed only in a writing signed by both parties. If any part is unenforceable, the rest stays in effect. It may be signed in counterparts and electronically.

Additional terms: _____

Note: some states require extra notices, such as a written notice about invention rights (California, Illinois, Kansas, Minnesota and Washington), and Montana requires good cause to fire after a probationary period. Check your state's rules before you sign.

SIGNATURES

Employer

Signature: _____ Date: _____

Printed Name: _____

Employee

Signature: _____ Date: _____

Printed Name: _____

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