

[IMPORTANT: The information and materials contained herein should not be considered or relied upon as legal advice on specific factual situations. Users are urged to consult legal counsel concerning particular situations and specific legal questions.]

NOTE:

This agreement is presented for illustrative purposes. Because employment laws vary by state and locality, any employment contract used by the firm should be approved by an employment law attorney.

EMPLOYMENT CONTRACT

In consideration of my employment as [position] with [firm name], I, [employee name], hereby agree to abide by the following terms and conditions relating to my employment with the Firm

I understand my monthly salary will be at the rate of [dollar amount]. I will devote my best efforts and time in fulfilling my responsibilities in the performance of the Firm's business. My progress will be reviewed during each fiscal year and any changes in my salary will be stated in writing and considered amendments to this agreement.

I understand that my employment relationship is at will. I further agree that nothing contained in any policies or rules, or any representations to the contrary, will in any manner alter that relationship, other than a signed writing executed by the managing partner of the Firm.

I have read and understand Firm policies and rules set forth in the Firm's written statements. I agree to abide by those policies and rules and any subsequent changes as set forth in writing from time to time by the Firm, and to abide by any confidentiality restrictions the Firm may require of me. I further agree not to obligate the Firm to any contractual agreement or undertaking without the express approval of the managing partner of the Firm.

The Firm may terminate this relationship without cause, upon giving [period] notice. I may terminate this relationship without cause, upon giving [period] notice. Furthermore, the Firm may terminate my employment for cause without notice. "Cause" will include: any acts of dishonesty; knowing violations of firm policy; violations of applicable laws, rules or regulations regarding professional demeanor or ethics; breach of this agreement; or acts of insubordination. I understand that those notice provisions are in lieu of any severance arrangements.

I will not--

1. For a period of [period] after the termination of this agreement:
 - a. Directly or indirectly solicit to provide or provide any professional services such as those provided by the Firm for anyone who is a client of the Firm anytime during the twelve months prior to my leaving the Firm and for whom I provided any service as an employee of the Firm during the five years prior to my leaving or;
 - b. Directly or indirectly, without the prior written consent of the Firm, solicit for employment with myself or any firm or entity with which I am associated, any employee of the Firm or otherwise disrupt, impair, damage or interfere with the Firm's relationship with its employees; and
2. Upon the termination of my employment, remove, retain, copy or utilize any confidential, privileged or proprietary information, trade secrets or other property of the Firm, including but not limited to manuals, software, data files, client lists or materials, or other data, publications or materials.

The non-compete provisions of this agreement will not apply to a client of the Firm for whom I performed services or with whom I had significant professional contact prior to joining the Firm. If the Firm requests me to terminate my relationship with the Firm, the non-compete provisions of this agreement will not apply to me with respect to those clients of the Firm, if any, as to which the Firm and I reach mutual agreement.

Insofar as any terms or conditions set forth in this agreement are found by a court of law to be unenforceable, then the remaining terms and conditions shall remain in full force and effect and those terms or conditions, if any, found to be unenforceable shall be modified to conform to the most expansive permissible reading under the law.

Any and all prior or contemporaneous agreements, whether written or oral, concerning the terms and conditions of employment shall be superseded by this agreement. This agreement may not be amended other than in writing signed by the managing partner of the Firm.

This agreement, and its interpretation shall be governed by the laws of the State [or commonwealth] of [name of state of commonwealth].

Agreed by Individual

Date

Agreed by Managing Partner

Date