Employment Agreement

This template is a starting point, not legal advice. Replace every [Placeholder], delete optional clauses you do not use, and have employment counsel review the final version for each state or country where you hire. Restrictive covenants such as non-competes are deliberately left out; use a separate agreement reviewed for the employee's location.

PARTIES

This Employment Agreement (the "Agreement") is entered into on [Agreement Date] between [Company Legal Name], a [State] [corporation / limited liability company] with its principal office at [Company Address] (the "Company"), and [Employee Full Legal Name], residing at [Employee Address] (the "Employee").

1. POSITION AND DUTIES

1.1 The Company employs the Employee as [Job Title] in the [Department] department, reporting to [Manager Title]. The Employee will perform the duties described in the attached job description and other reasonable duties the Company assigns that are consistent with the position.

1.2 The Employee's primary work location is [Site Address / Remote from Employee's home in [State]]. The Company may change the work location or schedule with reasonable notice, subject to applicable law.

1.3 The Employee agrees to follow the Company's written policies as updated from time to time, including the employee handbook. If a policy conflicts with this Agreement, this Agreement controls.

2. START DATE AND TERM

2.1 Employment begins on [Start Date].

2.2 [At-will option] Employment is at will. Either the Employee or the Company may end the employment at any time, with or without cause and with or without notice. Nothing in this Agreement, the handbook or any oral statement changes the at-will relationship unless it is in writing and signed by [Title, e.g. the Chief Executive Officer].

2.3 [Fixed-term option, delete 2.2 if used] Employment is for a fixed term ending on [End Date] unless ended earlier under Section 8 or extended in writing by both parties.

2.4 [Optional] The first [90] days are an introductory period during which the Company will review performance and fit. [For at-will employees, add: Completion of the introductory period does not change the at-will relationship.]

3. HOURS AND CLASSIFICATION

3.1 The Employee is classified as [exempt / non-exempt] under the Fair Labor Standards Act and applicable state law, and as [full-time / part-time].

3.2 Regular working hours are [e.g. 40 hours per week, Monday to Friday, 9:00 a.m. to 5:30 p.m. with a 30-minute unpaid meal break / scheduled shifts as posted].

3.3 [For non-exempt employees] The Employee will be paid for all hours worked, including overtime at the rate required by law. Overtime must be approved in advance by the Employee's manager, but all overtime worked will be paid. The Employee must record all time worked accurately.

4. COMPENSATION

4.1 The Company will pay the Employee [$__ per hour / an annual base salary of $__], paid [weekly / biweekly / semi-monthly] in accordance with the Company's payroll schedule, less required withholdings and authorized deductions.

4.2 [Optional] The Employee is eligible for [a shift differential of $__ per hour for hours worked between __ and __ / an annual bonus of up to __% of base salary / commission under the attached plan]. Bonus eligibility, targets and payment conditions are set out in [the plan document], which the Company may change for future periods.

4.3 Compensation will be reviewed [annually / according to Company policy]. Any change will be confirmed in writing.

5. BENEFITS AND TIME OFF

5.1 The Employee is eligible to participate in the Company's benefit plans available to similarly situated employees, currently including [health, dental and vision insurance / 401(k) plan with __% match / life and disability insurance], subject to the terms of each plan. Plan documents control if they differ from this summary.

5.2 The Employee will accrue paid time off at [rate] under the Company's PTO policy, plus paid sick leave as required by applicable state or local law.

5.3 The Company may change or end benefit plans for all similarly situated employees, subject to applicable law.

6. CONFIDENTIALITY AND COMPANY PROPERTY

6.1 During and after employment, the Employee will not use or disclose the Company's confidential information except as needed to perform the job. Confidential information includes non-public business, financial, customer, pricing, personnel and technical information.

6.2 This Agreement does not prevent the Employee from discussing wages, hours or other terms and conditions of employment, reporting possible violations of law to a government agency, or making disclosures protected by whistleblower laws. Under the Defend Trade Secrets Act of 2016, an individual is not liable for disclosing a trade secret in confidence to a government official or an attorney solely to report or investigate a suspected violation of law, or in a sealed court filing.

6.3 On the last day of employment, or earlier on request, the Employee will return all Company property, documents, devices and data.

6.4 [Optional] The Employee will also sign the Company's separate Confidentiality and Non-Disclosure Agreement, which is incorporated into this Agreement.

7. INTELLECTUAL PROPERTY

7.1 Work product the Employee creates within the scope of employment, or using Company time, equipment or confidential information, belongs to the Company. The Employee assigns to the Company all rights in that work product and will sign documents reasonably needed to confirm the assignment.

7.2 This section does not apply to inventions the Employee develops entirely on their own time without Company equipment, supplies, facilities or trade secrets, and that do not relate to the Company's business or result from work performed for the Company, to the extent state law (for example, California

Labor Code Section 2870) protects them. The Employee lists any prior inventions they wish to exclude in Schedule A.

8. ENDING EMPLOYMENT

8.1 [At-will] Either party may end employment at any time as set out in Section 2.2. The Company asks for [two weeks'] written notice of resignation as a courtesy.

8.2 [Fixed-term or notice option] Either party may end employment by giving [__ days / weeks] written notice. The Company may pay base pay in place of all or part of the notice period. The Company may end employment immediately for cause, meaning [define: serious misconduct, material breach of this Agreement or Company policy after written notice and [__] days to cure where curable, fraud or dishonesty, or conviction of a crime related to the job].

8.3 [Optional severance] If the Company ends employment without cause, and the Employee signs and does not revoke a release of claims in a form provided by the Company, the Company will pay [__ weeks of base pay] in [a lump sum / installments].

8.4 On termination the Company will pay all earned wages and any accrued, unused PTO required by law or policy, within the time required by state law.

9. CONDITIONS OF EMPLOYMENT

This offer of employment is contingent on: (a) completion of Form I-9 and proof of identity and work authorization within three business days of the start date; (b) [satisfactory completion of a background check conducted in accordance with applicable law / drug screen / license verification]; and (c) the Employee's signature on this Agreement.

10. GENERAL TERMS

10.1 Governing law. This Agreement is governed by the laws of the State of [State where Employee primarily works].

10.2 Entire agreement. This Agreement, with the documents it refers to, is the entire agreement about employment and replaces any earlier offers, promises or discussions. It may only be changed in a writing signed by both parties.

10.3 Severability. If any provision is found unenforceable, the rest of the Agreement remains in effect and the provision will be enforced to the extent permitted.

10.4 Notices. Notices must be in writing and delivered to the addresses above or to an email address a party designates in writing.

10.5 Counterparts and electronic signatures. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

SIGNATURES

For the Company: name and title

Company signature

Date

Date

Employee printed name

Employee signature

Date

Date

Schedule A: prior inventions excluded (or write None)