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Employment Agreement (Sample)

THIS AGREEMENT made as of the _____ day of _____, 20___, between [name of employer] a corporation incorporated under the laws of the Province of Ontario, and having its principal place of business at _____ (the "Employer"); and [name of employee], of the City of _____ in the Province of Ontario (the "Employee").

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Employment

The Employee agrees that he will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

2. Position Title

As a _____, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

- (a) -
- (b) -
- (c) -
- (d) -
- (e) Other duties as may arise from time to time and as may be assigned to the employee.

3. Compensation

- (a) As full compensation for all services provided the employee shall be paid at the rate of _____. Such payments shall be subject to such normal statutory deductions by the Employer.
- (b) *(may wish to include bonus calculations or omit in order to exercise discretion).*
- (c) The salary mentioned in paragraph (1)(a) shall be review on an annual basis.
- (d) All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

What should be included in an employment agreement. Example of employment agreement. How to write an employment contract. How to write an employment agreement letter. How to write an employment contract sample. Sample employment agreement template.

TOP 25 What is a free employment contract template? An employment contract is a legal document establishing an employment relationship between an employer and employee. Employment contracts can be verbal, in writing, or implied. Written employment contracts are more common for higher-up employees who serve in managerial roles or perform duties integral to the employer's business, but even part-time and hourly employees may have written contracts. An employment agreement is not the same as an independent contractor agreement. Employment agreements create an employment relationship. An independent contractor agreement is used for situations when someone does work for a company but does not become an employee, such as for freelancers. This Employment Contract (the "Contract" or "Employment Contract") states the terms and conditions that govern the contractual agreement between [Sender.Company] having its principal place of business at [Sender.Address] (the "Company"), and [Client.FirstName] [Client.LastName] (the "Employee") who agrees to be bound by this Contract. Written employment contracts are often used for new hires. You may also get a new or updated employment agreement if you are promoted or your employer undergoes a restructuring. WHEREAS, the Company is engaged in the Description of business; and WHEREAS, the Company desires to employ and retain the services of the Employee according to the terms and conditions herein. NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Employee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows: 1. TERM. The term of this Employment Contract shall commence on Start Date (the "Start Date"). The Employee agrees and acknowledges that, just as they have the right to terminate their employment with the Company at any time for any reason, the Company has the same right, and may terminate their employment with the Company at any time for any reason. Either Party may terminate said employment with written notice to the other Party. This employment agreement creates an at-will employment relationship between the employer and employee, meaning that the employer can terminate the employment for any legal reason, and the employee is not guaranteed employment for any particular period of time or a fixed term. The Company shall employ the Employee as [Job Title] (the "Position"). The Employee accepts employment with the Company on the terms and conditions outlined in this Employment Contract and agrees to devote his full time and attention (reasonable periods of illness excepted) to the performance of his duties under this Contract. In general, the Employee shall perform all the duties outlined in the job description in Exhibit A attached hereto. Instead of attaching an exhibit with the job description, you can place all duties as a bulleted list in plain language. If you want a catch-all at the end, you can also list "Any duty reasonably requested by the Company." 3. COMPENSATION. In consideration for the performance of the duties hereunder, the Employee shall be entitled to compensation as follows: (a) The Company shall pay the Employee an annual salary (the "Annual Salary"). Initially, the Annual Salary shall be at the rate of «Annual Salary in Words» («Annual Salary Amount») per year. The Annual Salary shall be payable in installments in arrears, less usual and customary payroll deductions for FICA, federal and state withholding, and the like, at the times and in the manner in effect in accordance with the usual and customary payroll policies generally in effect from time to time at Company. (b) The Company shall pay and provide to Employee retirement plans, health insurance, disability insurance plan benefits, and other fringe benefits generally in effect for salaried employees of the Company beginning on the Effective Date in accordance with and on the same terms as are generally in effect for employees of the Company. (c) The Employee shall be allowed paid time off for vacation, holidays, and other employee benefits not described above in accordance with the Company policies in general effect for the Company's salaried employees. If the Employee will be paid hourly instead of a salary, you will need to change this. You could also include hours of work in this section, or you could refer to an employee handbook for more information about work hours and benefits. The Employee shall not disclose to any third party any details regarding the business of the Company, including, without limitation, the names of any of its customers, the prices it obtains, the prices at which it sells products, its manner of operation, its plans, its strategies, any of the Company's trade secrets or any other information pertaining to the business of the Company (the "Confidential Information"). (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client. Employee acknowledges and agrees that any remedy at law for any breach of this confidentiality provision would be inadequate and, in the event of any such breach, the Company shall be entitled to immediate and permanent injunctive relief to preclude any such breach (in addition to any remedies at law to which the Company may be entitled) without the posting of any bond or security therefore. Confidentiality provisions or confidentiality agreements are sometimes known as non-disclosure agreements or NDAs. 5. RETURN OF PROPERTY. Within seven (7) days of the termination of this Contract, whether by expiration or otherwise, the Employee agrees to return to the Company, all products, samples, or models, and all documents, retaining no copies or notes, relating to the Company's business including, but not limited to: Include a list of items obtained by the Employee during its representation of the Company, such as a laptop, client list, or samples, if you can. Ensure that any confidential information the Employee may have is included. 6. NON-COMPETE AND NON-SOLICITATION. (a) Employee hereby agrees (the "Non-Competition Agreement") that, upon the termination of Employee's Employment (for whatever reason, whether during the term of this Agreement or after the termination of this Agreement), for a period of [number of years] following the termination of Employment, Employee shall not directly or indirectly (whether as an officer, director, employee, partner, stockholder, creditor or agent, or representative of other persons or entities) engage in the [type of Company's business] business or in any business in which the Company has, as of the date of such termination engaged (the "Company's business"), in [County, State], any county contiguous to such county, and in any county in which the Company maintains an office (the "Trade Area"). (b) Employee also agrees (the "Non-Solicitation Agreement"), that for a period of [number of years] following the termination of Employee's Employment (for whatever reason, whether during the term of this Agreement or after the termination of this Agreement), Executive shall not directly or indirectly (whether as an officer, director, employee, partner, stockholder, creditor or agent, or representative of other persons or entities) contact or solicit, in any manner indirectly or directly, individuals or entities who were at any time during the original or any extended Term clients of the Company for the purpose of providing [type of services Employee did] services by Company during the Term or contact or solicit employees of the Company to seek employment with any person or entity except the Company. (c) Employee agrees that (i) any remedy at law for any breach of the Non-Competition Agreement and/or the Non-Solicitation Agreement would be inadequate, (ii) any breach of the Non-Competition Agreement and/or the Non-Solicitation Agreement shall constitute incontrovertible evidence of irreparable injury to the Company, and (iii) the Company shall be entitled to both immediate and permanent injunctive relief without the necessity of establishing or posting any bond therefore to preclude any such breach (in addition to any remedies of law which the Company may be entitled). Non-compete and non-solicitation agreements are not appropriate for all employees, so delete it and renumber the remaining paragraphs if you don't need this. If you do decide you need this, keep the time period and geographic area limited to what is absolutely necessary to protect your legitimate business interests. 7. EXPENSES. The Employee shall not be entitled to reimbursement for any expenses except those that have been previously approved in writing by the Company. Should the Company require travel by the Employee, the Company shall reimburse the Employee for such travel expenses, along with reasonable lodging and meal expenses upon presentation of receipts of such expenses. More templates like this: Email Cover Letter, Recruitment Proposal, Resignation Letter, Freelance Contract. Many of the above terms are negotiable, like rate of pay, amount of vacation time or other paid time off, hours of work, and the non-compete, if you will have one. After you receive a job offer, you can contact human resources or whoever is handling the company's hiring to determine whether the offer is negotiable. If you aren't sure what some of the terms of the contract mean, you should seek legal advice from an employment attorney in your area. 8. EMPLOYEE REPRESENTATIONS AND WARRANTIES. The Employee represents and warrants to the Company the following: There is no employment contract or any other contractual obligation to which the Employee is subject, which prevents the Employee from entering into this Contract or from performing fully the Employee's duties under this Contract. The Company shall make no specific accommodations for the Employee to perform his duties and responsibilities, other than those specifically described under this Contract. No modification of this Employment Contract shall be valid unless in writing and agreed upon by both Parties. 10. SEVERABILITY. If a court finds any provision of this Employment Contract invalid or unenforceable, the remainder of this Employment Contract shall be interpreted as best to affect the intent of the parties. Many of the above terms are negotiable, like rate of pay, amount of vacation time or other paid time off, hours of work, and the non-compete, if you will have one. After you receive a job offer, you can contact human resources or whoever is handling the company's hiring to determine whether the offer is negotiable. If you aren't sure what some of the terms of the contract mean, you should seek legal advice from an employment attorney in your area. 8. EMPLOYEE REPRESENTATIONS AND WARRANTIES. The Employee represents and warrants to the Company the following: There is no employment contract or any other contractual obligation to which the Employee is subject, which prevents the Employee from entering into this Contract or from performing fully the Employee's duties under this Contract. The Company shall make no specific accommodations for the Employee to perform his duties and responsibilities, other than those specifically described under this Contract. 9. NO MODIFICATION UNLESS IN WRITING. No modification of this Employment Contract shall be valid unless in writing and agreed upon by both Parties. If a court finds any provision of this Employment Contract invalid or unenforceable, the remainder of this Employment Contract shall be interpreted as best to affect the intent of the parties. 11. ENTIRE AGREEMENT. This Employment Contract expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Employment Contract may not be amended except in a writing signed by both parties. 12. APPLICABLE LAW. This Employment Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [Sender.State] and subject to the exclusive jurisdiction of the federal and state courts located in [Sender.Country][Sender.State]. IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below. [Sender.Company] Signature MM/DD/YYYY [Sender.FirstName] [Sender.LastName] [Client.Company] Signature MM/DD/YYYY [Client.FirstName] [Client.LastName]

