

# EMPLOYMENT CONTRACT

This Employment Contract ("Agreement") is entered into on \_\_\_\_\_ [Date], by and between:

**EMPLOYER:** \_\_\_\_\_ [Company Legal Name], a  
\_\_\_\_\_ [Entity Type] located at  
\_\_\_\_\_ [Address] ("Employer").

**EMPLOYEE:** \_\_\_\_\_ [Full Legal Name], residing at  
\_\_\_\_\_ [Address] ("Employee").

## 1. POSITION AND DUTIES

Employer hires Employee for the position of \_\_\_\_\_ [Title].  
Employee shall report to \_\_\_\_\_ [Supervisor Title].

Duties: \_\_\_\_\_  
\_\_\_\_\_

Employee shall devote their full business time and attention to the duties of the position, and shall not engage in other employment without Employer's written consent.

## 2. START DATE AND TERM

Start Date: \_\_\_\_\_

Term: \_\_\_ At-Will Employment (either party may terminate at any time) \_\_\_ Fixed Term ending  
\_\_\_\_\_

Probationary Period: \_\_\_ days from start date (no severance during probation).

## 3. COMPENSATION

Base Salary: \$ \_\_\_\_\_ per year, payable in accordance with Employer's standard payroll schedule.

Annual Bonus: Up to \_\_\_% of base salary, based on Employer's standard performance review process.

Equity (if applicable): \_\_\_\_\_

[E.g., "Stock options for \_\_\_\_\_ shares, vesting 25% on first anniversary and 1/48 monthly thereafter, governed by separate Stock Option Agreement."]

Sign-on Bonus (if applicable): \$ \_\_\_\_\_, payable  
\_\_\_\_\_

[Subject to repayment if Employee resigns within \_\_\_ months.]

## 4. BENEFITS

Employee is eligible for the following Employer benefits:

\_\_\_ Health insurance (eligibility \_\_\_\_\_)

\_\_\_ Dental and vision insurance

\_\_\_ 401(k) (match: \_\_\_\_\_)

\_\_\_ Life insurance

\_\_\_ Disability insurance  
\_\_\_ Paid Time Off: \_\_\_ days per year  
\_\_\_ Sick Leave: \_\_\_ days per year  
\_\_\_ Holidays: per Employer's standard schedule  
\_\_\_ Other: \_\_\_\_\_

## 5. WORK LOCATION AND SCHEDULE

Primary Work Location: \_\_\_\_\_  
Remote Arrangement: \_\_\_ Fully in-person \_\_\_ Hybrid (\_\_\_ days in-office) \_\_\_ Fully remote  
Standard Schedule: \_\_\_\_\_

## 6. EXPENSES

Employer shall reimburse Employee for reasonable business expenses incurred in the performance of duties, in accordance with Employer's expense policy.

## 7. CONFIDENTIALITY

Employee acknowledges that during employment, Employee will have access to Employer's Confidential Information, including trade secrets, customer lists, business plans, financial information, and proprietary processes.

Employee agrees to maintain the strictest confidence regarding Confidential Information during employment and at all times thereafter, and to use it solely for Employer's benefit.

## 8. INTELLECTUAL PROPERTY ASSIGNMENT

Employee assigns to Employer all right, title, and interest in any invention, discovery, work product, or intellectual property created by Employee during employment that relates to Employer's business, or that uses Employer's resources, time, or Confidential Information.

Employee acknowledges that all such Work Product shall be "works made for hire" under U.S. Copyright Act §101.

(Note: California Labor Code §2870 and similar state laws exclude inventions developed entirely on the Employee's own time without using Employer resources.)

## 9. RESTRICTIVE COVENANTS

**Non-Solicitation of Customers:** For \_\_\_ months after termination, Employee shall not solicit, divert, or attempt to divert Employer's customers with whom Employee had material contact during the last 12 months of employment.

**Non-Solicitation of Employees:** For \_\_\_ months after termination, Employee shall not solicit Employer's then-active employees.

**Non-Compete (where enforceable):** For \_\_\_ months after termination, in the geographic area of \_\_\_\_\_, Employee shall not engage in any business that competes with Employer's \_\_\_\_\_ [industry] business. [Void in California; state-by-state enforceability varies.]

## 10. TERMINATION

**At-Will Termination:** Either party may terminate this Agreement at any time, with or without cause, with or without notice (subject to state law).

**Termination for Cause:** Employer may terminate immediately for: (a) material breach of this Agreement; (b) conviction of a crime involving dishonesty or moral turpitude; (c) gross negligence or willful misconduct; (d) chronic failure to perform duties after written notice and opportunity to cure.

**Severance:** If Employer terminates without cause after the probationary period, Employer shall pay severance of \_\_\_\_ weeks of base salary, conditioned on Employee executing a release of claims.

## 11. RETURN OF PROPERTY

On termination, Employee shall return all Employer property, including documents, electronics, keys, badges, and Confidential Information.

## 12. DISPUTE RESOLUTION

Disputes shall first be addressed through good-faith negotiation, then mediation, then \_\_\_\_ litigation in \_\_\_\_\_ County, State of \_\_\_\_\_ binding arbitration before \_\_\_\_ JAMS \_\_\_\_ AAA.

## 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

## 14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding Employee's employment and supersedes all prior agreements. Amendments must be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

### EMPLOYER:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

### EMPLOYEE:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*DISCLAIMER: This template is provided for informational purposes only and does not constitute legal advice. Employment contracts have significant legal consequences for both parties. For executive employment, complex compensation, or restrictive covenants, consult an employment attorney.*