



Employee at any time without notice or cause in accordance with State and Federal laws.

**VI. Paid Time Off.** The Employee is not eligible for any type of paid or unpaid leave until after the Probationary Period has passed successfully.

The Employee shall be entitled to the following paid time off: (check all that apply)

- Paid Vacation time in the amount of \_\_\_\_  **Days**  **Weeks**  **Months** per year;

- Paid Sick leave in the amount of \_\_\_\_  **Days**  **Weeks**  **Months** per year;

- Other: \_\_\_\_\_

The Employer reserves the right to change or otherwise modify, in its sole discretion, any paid time off policies.

**VII. Employment Type.** The Employer and Employee agree to enter into an:

- **At-Will Employment Arrangement.** As the Employer and Employee will attempt, in good-faith, to a long profitable and good standing relationship, the employment relationship shall be considered "At-Will" which means the relationship can be terminated by either party. Furthermore, termination may be for any reason, at any time, and with or without cause. Any statements or representation to the contrary should be regarded as void and invalid.

- **Notice Required.** Termination of this Agreement must be made with at least \_\_\_\_\_ notice to the other party.

- **No Notice Required.** Under no circumstance shall notice, written or oral, be required to terminate this Agreement.

- **Fixed Term Employment Agreement.** The Employer and Employee agree that the employment for the Position shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**VIII. Severance.** Should the Employer terminate this Agreement at any time after the Probationary Period, the Employee:

- **Shall be Entitled to Severance.** Severance shall be equal to the Employee's pay at the time of termination and shall last for a duration of \_\_\_\_\_ after the termination date.

- **Shall Not be Entitled to Severance.** If terminated, the Employee's pay, benefits, and any other privileges provided by the Employer shall terminate immediately.

**IX. Non-Competition Covenant & Confidentiality.** During the term of employment, the Employee may have access to certain confidential information and may develop certain proprietary information or inventions that will be the property of the Employer. Employee agrees not to disclose any such information that has been learned, created, or discuss future plans with anyone except for those within the company of the Employer and their qualified representatives, agents, and any authorized personnel. This shall be in effect for \_\_\_\_  **Days**  **Weeks**  **Months** after the termination of the Employee's employment ("Non-Compete Period"). If the Non-Compete Period is longer than the State mandated time-frame, the Non-Compete Period shall be the maximum time-period allowed by law.

Employer requires that the Employee shall not bring any confidential or proprietary material of any former employer or to violate any other obligations the Employee may have to any former employer.

During the period that Employee renders services to the Employer, Employee agrees to not engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Employer. Employee shall disclose to the Employer in writing any other gainful employment, business, or activity that he or she is currently associated with or participating in that competes with the Employer. Employee shall not assist any other person or organization in competing with the Employer or in preparing to engage in competition with the business or prospective business(es) of the Employer.

Furthermore, it is agreed that during the Non-Compete Period the Employee shall not hire or attempt to employ any current employees of the Employer.

It is further acknowledged and agreed that during the Non-Compete Period the Employee shall not solicit business from the Employer, including but not limited to, current or past clients that were retained by the Employer.

**X. Integration.** This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings related to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

**XI. Authorization to Work.** Please note that due to federal regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting the Position that the Employee will need to present documentation demonstrating their authorization to work in the United States.

**XII. Severability of Contract.** The parties hereto agree that in the event any article or part thereof of this contract is held to be unenforceable or invalid, then said article or part shall be struck, and all remaining provisions shall remain in full force and effect.

**XIII. Choice of Law.** This contract shall be governed, interpreted, and construed in accordance with the laws of the State of New York.

If the Employee decides to accept this Agreement, please sign in the space indicated. The signature will acknowledge this Agreement has been read, understood, and agreed to the aforementioned terms and conditions.

IN WITNESS WHEREOF the Employer has caused this Agreement to be executed by its duly authorized officers and the Employee has agreed as of the date first above written.

**EMPLOYER**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EMPLOYEE**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Title