

# CONSULTANT NON-COMPETE AGREEMENT

This is an Consultant Non-Compete Agreement (“Agreement”) between \_\_\_\_\_ of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, (“Consultant”) and \_\_\_\_\_ of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ (“Client”). The Consultant and Client, when mentioned together, shall be referred to as the “Parties”.

**WHEREAS** the Consultant agrees to provide consulting services to be Client and the Client agrees to compensate the Consultant for their services,

**NOW, THEREFORE**, in consideration of the foregoing, the Consultant and Client agree to the following:

**1. Term of Agreement.** This Agreement is effective on \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) and shall remain in effect throughout the term of this Agreement with the Client and for a period of \_\_\_\_ months thereafter.

**2. Limitations of this Agreement.** This Agreement is not a contract of employment, and it is understood by the Parties that the Consultant is acting as an independent contractor. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.

**3. Covenant Not to Compete.** The Consultant agrees that at no time during the term of this Agreement that the Consultant shall engage in any business activity which is competitive with the Client’s business nor work for any company which competes with the Client. For a period of \_\_\_\_ months following the termination of this Agreement, the Consultant shall not, for themselves or on behalf of any other person or business enterprise, engage in any business activity which competes with the Client’s business within \_\_\_\_ miles of any of the Client’s locations.

**4. Non-Solicitation.** During the term of this Agreement, and for a period of \_\_\_\_ months immediately thereafter, the Consultant agrees to not solicit any employee or independent contractor of the Client on behalf of any other business enterprise, nor shall the Consultant induce any employee or independent contractor associated with the Client to terminate or breach an employment, contractual or other relationship with the Client.

**5. Soliciting Customers After Termination of Agreement.** For a period of \_\_\_\_ months following the termination of this Agreement and the Consultant’s relationship with the Client, the Consultant shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Client or any other information pertaining to them. Neither the Consultant can call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Client on whom the Consultant has called or with whom the Consultant became acquainted during the term of this Agreement, as the direct or indirect result of this Agreement with the Client.

**6. Injunctive Relief.** The Consultant hereby acknowledges that (1) the Client will suffer irreparable harm if the Consultant should breach their obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Client for such a breach. Therefore, if the Consultant should breach any of such provisions, then the Client shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

**7. Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

**8. Modifications.** This Agreement may be modified only by a writing executed by both the Consultant and the Client.

**9. Prior Understandings.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

**10. Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

**11. Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws of the State of \_\_\_\_\_. The Consultant agrees to submit any dispute that shall arise as a result of this Agreement to a court of proper jurisdiction located in \_\_\_\_\_ County, State of \_\_\_\_\_.

**12. Entire Agreement.** This Agreement and the Attachments hereto constitute the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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

**Consultant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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