EMPLOYMENT AGREEMENT

This Agreement for Employment is made on this \_\_\_\_\_ day of \_\_\_\_\_\_\_, \_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, "Employer"and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, "Employee.

The Employer shall employ Employee subject to the following terms and conditions.

1. Employment for the above Employee shall commence on \_\_\_\_\_\_\_\_\_\_\_ (Date).

2. The following duties and responsibilities shall be competently performed by the Employee:

In addition to the duties stated above, the Employee shall perform such further and other duties required by the Employer.

3. The Employee shall work \_\_\_\_\_\_\_ through \_\_\_\_\_\_\_ from \_\_\_\_ A.M. to \_\_\_\_ P.M. and such additional hours as are required by the Employer for the Employee to competently perform the duties of his position. The Employee shall use his or her best efforts on behalf of the Employer.

4. The Employee shall comply with all stated standards of performance, policies, rules, and regulations. A company manual containing a more complete explanation of many of these standards has been given to the Employee. At this time, Employee acknowledges receipt of the company manual. The Employee shall also comply with such future Employer policies, rules, regulations, performance standards and manuals as may be published or amended from time to time.

5. The Employer shall make payment to the Employee a set amount as compensation for services rendered. The Employee agrees to accept the sum of \_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_) per year, payable \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of \_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_). In addition to the above compensation, the Employee will be entitled to the following "fringe benefits":

6. This contract of employment may terminate upon the occurrence of any of the following events: (a) the death of the Employee; (b) the failure of the Employee to perform his duties satisfactorily after notice or warning thereof; (c) for just cause based upon nonperformance of duties by Employee; (d) economic reasons of the Employer which may arise during the term of this Agreement and which may be beyond the control of the Employer.

7. The Employee shall not, at any time during the period hereof, and for \_\_\_\_ years from the date of termination of this Agreement, directly or indirectly, within a geographic area of \_\_\_\_\_ miles, engage in, or become involved in any business competitive or similar to that of the Employer.

8. This Agreement may not be assigned without prior notice by either party. Such assignment is subject to the mutual consent and approval of any such assignment.

9. This Agreement constitutes the complete understanding between the parties, unless amended by a subsequent written instrument signed by the employer and employee. Any dispute under this contract shall be required to be resolved by binding arbitration of the parties hereto. Each party shall select one arbitrator and both arbitrators shall select a third. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employerï¿½s Signature Employeeï¿½s Signature