## CHAPTER 15

### EMPLOYMENT AGREEMENTS

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Library References:

C.J.S. Contracts § 327; Master and Servant § 5 et seq.
West's Key No. Digests, Contracts 202(2); Master and Servant 2, 3, 7.

A. GENERAL CONSIDERATIONS

§ 15.1 Written Agreements

Whenever there is in fact an employment of an employee by an employer there is a contract of employment. These contracts may be oral or written and may be more or less definite with respect to their terms and conditions. Naturally, the law of contracts determines just what the terms and conditions of employment are.

As with any situation in which there may be an offer to form a contract made in more or less definite terms followed by a counter-offer, again made in more or less definite terms, followed by an eventual "employment" it may be difficult to determine from the actions and the terms used by the parties just what the actual terms and conditions of the contract may be. While the formation of a contract requires a "meeting of the minds" there may be many situations where it is not clear just what the "meeting" consisted of and consequently what the terms and conditions of the contract constitute. Naturally, one of the major functions of written contracts, whether they be contracts of employment or otherwise, is to clearly set forth the terms and conditions of the agreement between the parties.

While reviewing contracts of employment, one can easily note the specificity with which particular terms of employment are described. While doing this one can readily see how such terms and conditions could be left uncertain by "verbal agreements". Such essential terms as the time of performance, the amount and rate of compensation, the services to be rendered and the place of performance could be left in an uncertain state.

Most contracts are enforceable even if they are not expressed in writing. The exceptions to this general rule are set forth in several
laws which are generally referred to as the "statute of frauds". The purpose of these laws, as suggested by their name, is to prevent fraud and perjury in either the making or enforcement of contracts. This recognizes the fact that all promises have an inherent potential for fraud and perjury. The statutes do not themselves require that the contracts be in writing but only that they, in some situations, be required to be memorialized by a writing. With respect to employment contracts, most state statutes provide that an agreement which cannot be performed within a year must be in writing. Naturally, if an employee is employed "at will" so that the agreement may be terminated at any time it would not be necessary for the contract to be in writing since it could be terminated within less than one year.

Contracts for employment which do not comply with the statutes of frauds may nevertheless be enforceable based on equitable considerations such as the doctrine of estoppel.

The major reason for written contracts is not simply to create a contract which is enforceable but more importantly to create a contract which is enforceable in accordance with the terms and conditions that the parties have agreed upon. By reviewing the various contracts in this book one can readily see that the parties have an opportunity in drafting a written contract to specify the terms and conditions with a great deal of certainty and can avoid the many problems that result from oral agreements. In addition, when the parties sit down to prepare a written agreement, they naturally are directed towards an analysis of the terms and conditions of the agreement. Thus many areas are looked into by the parties which might otherwise be left undecided. In many respects oral agreements are not the result of such a careful analysis and planning by the parties and many of the terms and conditions of the agreements are not determined by the parties. Naturally this leaves many areas to be decided by the courts and allows the parties to present arguments on their own behalf which naturally contradict each other.

§ 15.2 Drafting Checklists

GENERAL COMMENT

The following checklist should be used in reviewing the areas that could be covered by contracts of employment. You might also refer to specific contracts of employment and use the forms themselves as checklists to provide you with ideas with respect to the content and wording of the forms you draft. Naturally you could refer to contracts of a similar nature and also to contracts of somewhat different types of employment for comparative purposes.
DRAFTING CHECKLIST

1. Date of Agreement and of Hiring.

2. Parties.
   A. Identification.
   B. Name.
   C. Address.
   D. Legal Entity.
   E. Nature of Trade or Business of Employer and Employee.

3. Reason for Hiring.
   A. Employee's Special Skills, Knowledge, Abilities, or Experience.
   B. Employee's Principal of Business Sold to Employer.
   C. Employee to Provide Valuable Consultation Services Upon Retirement.

4. Relationship to Be Established.
   A. Employee.
   B. Master Servant.
   C. Agent.
   D. Independent Contractor.

5. Statement of Hiring and Employing.

6. Time Employee is to Devote to Employer's Business.
   A. Hours per Day.
   B. Days per Week.
   C. Length.
   D. Overtime.

7. Duties, Responsibilities and Obligations of Employee.
   A. Describe in Detail.
   B. Employee Agrees to Work to Best of His or Her Ability to Satisfaction or Reasonable Satisfaction of the Employer.
   C. Employer Can Change Duties or Provide for Additional Duties Required From Time to Time.
   D. Employee Agrees to Obey Employer Rules.

8. Employer Control Over Work Details.

9. Location of Employment.
   A. Starting Location.
   B. Ability of Employer to Change Location of Employment.

10. Duration of Contract.
    A. Specified Terms.
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B. Definite Period Until Thereafter Terminated.
C. Definite Period With Election to Continue.
D. Seasonal Employment.
E. Lifetime Employment.
F. At-will Employment.

   A. Wages per ________.
   B. Salary.
   C. Commissions (Specify territory, how calculated and when payable).
   D. Drawing Accounts.
   E. Prizes and Awards.
   F. Other Than Money.
   G. Bonuses (Specify formula agreed upon, amount or method for determining bonuses, and when payable).
   H. Vacations.
   I. Disability Benefits.
   J. Holidays.
   K. Fringe Benefits.
   L. Payments Upon Death of Employee.
   M. Overtime Compensation—Rate.
   N. Overtime—Whether or not Guaranteed.
   O. Employee Stock Purchase Plan.
   P. Pension.
   Q. Tips—Or Division of Tips.
   R. Severance Pay.
   S. Royalties.
   T. Profit Sharing.
   U. Increases in Compensation.
   V. Meal Allowances.
   W. Leaves of Absence—Sick, Maternity, Military, Jury Duty, Funeral, Personal.

12. Time for Payment of Compensation.

   A. Employee to Pay (include in salary).
   B. Employer to Reimburse (budget and other limits, itemization required).
   C. Auto Provided by Employer.
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D. Sharing Expenses Between Employer and Employee.
E. Permission Required Before Employee Is to Incur Expenses.


15. Restrictive Stipulations.
A. Loyalty to Employer.
B. Noncompetition by Employee in Competing Business (while employed, after termination).
C. Duty of Employee Not to Divulge Customer Names, Confidential Information, Trade Secrets, Contracts, Information, Financial Costs, Sales Data, Supply Sources, etc. Both Before and After Employment.
D. Employee to Work Only for Employer During Time of Employment.
E. Employee Permitted to Accept Other Employment During Term of Employment With Employer.
F. Employee to Return Books and Records of Employer Upon Termination of Employment.

A. Grounds.
   Violation of Contract.
   Insolvency of Employer.
   Excessive Garnishments.
   Long Term Illness.
   By Notice to Employee or Employer.
   Death of Employee.
   Sale of Business.
   Dissolution of Corporation.
   Discontinuance or Termination of Business.
B. Procedure.

17. Property Rights of Employee.
A. Inventions.
B. Patents.
C. Employee's Formulas and Secret Processes.
D. Right of Employer to Use Employee's Name.
E. Right of Employee to Use Employer's Name.

18. Authority of Employee to Bind Employer.
   A. By Employer on Notice—Limitations.
   B. By Employee on Notice—Limitations.

20. Employer Protection.
   A. Employee to Provide Surety Bond or Security.
   B. Employee to Indemnify Employer.
   C. Employee to Carry Liability Insurance.
   D. Employee to Permit Employer to Insure Life of Employee.

   A. By Employee to Employer—Circumstances—Details.
   B. By Employer to Employee—Circumstances—Details.

   A. Acts Constituting.
   B. Injunctions.
   C. Damages.
   D. Attorney's Fees.

23. Arbitration of Disputes.
   A. When Applicable.
   B. Procedure.


25. Signature of Parties.

§ 15.3 Employment Applications—General Comments

The area of employment applications is not dealt with in any depth in this book. However, it is important that this area be mentioned at least to the extent that the application process may relate to the formation of contracts of employment. The use of employment applications along with formal procedures to provide for accurate records with regard to applications for employment may serve to be very important when, at some later time, issues arise with respect to the contract of employment. At the very least, the employer/employee should set forth information which can be verified prior to employment or at a subsequent date. The comments of the interviewer can be indicated. Naturally, any promises relating to employment should be set forth clearly when the employee is hired so as to avoid disputes at a later time.

§ 15.4 Laws

There are numerous federal and state laws which affect employment contracts. The Federal Fair Labor Standards Act of 1938 (29 U.S. C.A. §§ 201–209) sets minimum wages and maximum working hours for
employees working in interstate commerce or producing goods for interstate commerce. This law affects nearly all businesses except small local enterprises. The same law regulates the use of child labor. In addition, many firms which produce goods under contract with the federal government must comply with the wage and hour standards of the Walsh–Healey Government Contracts Act (41 U.S.C.A. §§ 35–45).

Many states have statutes governing the payment of wages including minimum wage acts which are similar to the federal law. Also several states regulate child labor.

The contract of employment itself sets forth the terms and conditions of employment. Since the relationship is contractual, the contracts are construed according to the general law relating to contracts. In many cases employment contracts are not used. Written contracts are most often used when dealing with key managerial and professional employees, sales personnel with assigned sales territories, teachers, school principals and superintendents, professional athletes, coaches and managers and persons involved in research and development of confidential or proprietary information. Also, persons who are employed for short periods of time and given specific assignments frequently have written contracts.

§§ 15.5–15.9 are reserved for supplementary material.

B. EMPLOYMENT CONTRACTS

§ 15.10 General Contract of Employment—With Alternative Clauses

This contract dated _____, 19__ is made

BETWEEN

whose address is referred to as the "Company",

AND

whose address is referred to as the "Employee."

COMMENT

An opening clause such as the one above is helpful so that the rest of the contract can make reference to the identifiers provided for the Employer and the Employee. I suggest avoiding use of the term Employer and Employee at the same time since confusion can result. Throughout much of this book the terms Company and Employee have been used so that if you prefer to use another term, some changes will be necessary.
1. Employment

(First Alternative) The company hereby employs the employee as a _______ and the employee hereby accepts such employment in accordance with the terms and conditions of this contract.

(Second Alternative) See specific contracts in this book for other alternative clauses.

2. Duties of Employee

A. Job Assignment. The duties of the employee are generally described as follows: _______. The powers and duties of the employee are to be more specifically determined and set by the company from time to time.

COMMENT

Employee job descriptions and titles serve to indicate the level of authority or responsibility of the employee. The job description, itself, should not be so detailed that the employee may decide to decline duties which are not specifically set forth. If there is sufficient flexibility in the terminology used, additional duties to those listed can easily be added. The following clauses are of a general nature.

B. Additional Duties. The employee shall perform such additional work as may be required by the company from time to time under the terms and conditions and according to the directions, instructions and control of the company. However, the employee is not required to perform any duties outside of the times and places of employment set forth in this contract.

C. Change of Duties. The duties of the employee may be changed from time to time without having any effect upon any other terms of this contract.

D. Company's Rules and Regulations. The employee shall strictly adhere to all of the rules and regulations of the company which are presently in force or which may be established hereafter with respect to the conduct of employees. The employee shall also strictly follow the directions of the company with respect to the methods to be used in performing his or her duties. The employee is responsible to continue and maintain the company's standards of uniformity, purity and quality with respect to all products manufactured by the company. The company's practices or policy manuals, price lists, general letters and other written publications are all made a part of this contract. The company shall have the right to amend, revise or discontinue the policies or procedures as the company deems necessary from time to time. Any such change in such policies or procedures will be effective upon issuance of same by the company, unless the company declares otherwise.
3. Power of Employee to Bind Company

(First Alternative) The employee may not enter into any contract or otherwise bind the company in any way without written authority from the company. Any contracts which the employee enters into without written authorization will not be binding upon the company.

(Second Alternative) No order shall be binding upon the Company until accepted by the Company in writing. The Company reserves the right to reject any order or to cancel any order or part thereof after acceptance, for credit or for any other reason whatsoever which the Company deems to be sufficient.

(Third Alternative) The Company may at its sole discretion for any reason decline to accept any order for products, systems, or services obtained by the Employee or may cancel in whole or part any order accepted, and in such case the Employee shall not be entitled to any bonus and/or commission or payment with respect to such order or the portion cancelled.

(Fourth Alternative) All orders are subject to approval of items, price and credit by the Company, and confirmation by purchasers. All quotations for sales made by Employees to customers or prospective customers must be made expressly subject to the approval and confirmation by the Company and are not final until such approval is given in writing by the Company.

4. Other Employment

(First Alternative) The company agrees that the employee may continue to (practice law, teach adult education, etc.) however, the employee is only allowed to pursue such other activities to the extent to which such pursuits would not interfere with the employee’s obligations under this contract.

(Second Alternative) The employee is required to refrain from acting in any other work capacity or employments without having first obtained the written consent of the company. It is the company’s intention that the employee devote all of the employee’s work effort towards the fulfillment of the employee’s obligations under this contract.

5. Place of Employment

(First Alternative) The employee’s initial place of work is ________. However, the company may require that the employee work at such other place or places as the company may direct. However, if the employee is required to relocate, the company shall pay the employee’s reasonable expenses in that regard.

(Second Alternative) The Employee will serve as a sales representative for a sales territory consisting of ________.
(Third Alternative) The Employee shall assume and perform the assigned duties and responsibilities in the territory which is described in the schedule and rider attached hereto and signed at the time of this contract. This territory may be changed at any time and from time to time by the execution of supplementary contracts.

(Fourth Alternative) The Company hereby agrees that the Employee shall have the right to represent the Company as exclusive sales representative in the territory described as follows: __________. The Employee shall have the exclusive right to take orders in the above territory for all _______ [describe products] manufactured or sold by the Company.

6. Employee’s Hours of Work

A. Weekly Schedule. The employee is expected to work 8 hours per day and 40 hours per week, Monday through Friday. The working hours are normally nine to five but may be determined differently by the company from time to time. The employee is to be allowed ___ minutes for lunch with the time designated for lunch to be determined by the company.

COMMENT

Contracts of employment and employee handbooks frequently state the hours of work and the days to be worked during the week. Terms relating to overtime work and compensation are also set forth. The company must pay time and one-half the employee’s regular rate of pay for hours worked in excess of 40 hours per week in accordance with the overtime provisions of the Federal Fair Labor Standards Act (29 U.S.C.A. §§ 210–219). Employees designated as white-collar employees, that is certain executive and administrative professional employees who meet specific salary and duty tests and outside salesmen who also meet the duty tests, are not required to receive overtime pay. The Public Contracts Act (41 U.S.C.A. §§ 35–46) requires that firms producing goods under contract with the Federal Government including their sub-contractors are required to pay time and one-half for overtime work in excess of 8 hours in any given day regardless of the number of hours worked during an entire week. Many states have provisions which are more restrictive than the Federal Law regarding some industries or types of employment. Of course, companies may agree to pay employees greater amounts than would be required by law.

B. Rest Period. Employees are allowed 1 ten minute rest period before lunch and another 10 minute rest period after lunch during each work day. The time for the rest periods are to be determined by the company.

C. Time Cards. All employees are required to have their time card punched when they come to work, when they leave their work
place for lunch, when they return from lunch and when they leave for the end of the day.

D. Overtime.

(First Alternative) Employee Must Work Overtime. The employee is required to work such additional overtime as required by the company. However, the amount of overtime may not exceed ___ hours per day and the employee will receive additional compensation for all overtime work. The company may also require that any employee work on their day off. The company will attempt to provide reasonable notice of such extra work assignments whenever possible.

(Second Alternative) All Overtime Must Be Authorized. The employee is not allowed to work overtime unless the employee receives authorization in advance by the company. Employees are also responsible to keep overtime to the minimum.

7. Compensation of Employee

A. Salary.

(First Alternative) The company shall pay the employee the sum of $_______ per _____ as salary in accordance with this contract. The payments will be made on the _____ day of each ______.

(Second Alternative) The company shall pay the employee a salary of $_______ per hour. The salary will be paid on the _ of each _____ for the preceding _____ period.

(Third Alternative) As compensation for services, the Company shall pay the Employee a salary of $_______ annually, payable in fifty-two equal installments of $_______, and a bonus arrangement based on the attached Schedule A, which the Company may change from time-to-time in writing. The Company shall also provide the Employee with such other benefits as the Company generally provides to its employees.

(Fourth Alternative) The Company shall provide the Employee the salary, bonus and/or commission, or other form or type of compensation as may from time-to-time be established, altered, increased or decreased by the Company. If the Employee is entitled to receive any bonus and or commission, an account will be established to record all transactions between the Company and the Employee. Unless otherwise specified, any debit balance of the account shall not be considered an account receivable of the Company but shall nevertheless be carried forward on all subsequent net earnings determinations, until the account shall be settled at the terms and under the conditions as provided from time-to-time by the Company.

B. Bonus Plan.

(First Alternative) The employee will be paid a bonus in the amount of $_______ for each _____ sold in excess of _____ units per ______. An additional bonus will be provided in the amount of
§15.10 for each unit sold in excess of _____ units per _____.
The bonus period shall begin on _____ and shall end on _____.

(Second Alternative) The employee shall receive a bonus equal to _____% of the net profits of the business of the company. Said sums will be payable within _____ days following the end of the fiscal year and will be determined in accordance with the uniform standards and practices developed by the company. A more complete description of the company’s accounting methods will be available upon request.

C. Compensation for Overtime Work. The payment of salary as set forth in this contract is based upon a work week of forty (40) hours. If the employee is called upon to work in excess of forty (40) hours in any week, the employee will be paid overtime at the rate of time and one-half for the overtime hours actually worked with the hourly rate being 1/40th of the employee’s weekly salary.

D. Commissions.

[Insert specific clauses]

8. Employee Benefits

A. Holidays.

1. The employee will be entitled to _____ paid holidays each year plus _____ personal days. The company will notify the employee as much in advance as practical with respect to the holiday schedule. The holidays which are generally observed by the company are as follows: New Year’s Day, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day. Additional holidays may be allowed in connection with holidays which fall on weekends.

2. The personal holidays are to be scheduled in advance to the mutual convenience of the employee and the company. Such holidays must be taken during the calendar year and cannot be carried forward into the next year.

3. The employee will not be entitled to any personal holidays unless the employee has been employed for a period of _____ during the calendar year. If the employee has been employed for less than the required time, the company may, in its own discretion, allow the employee a reduced number of personal days.

B. Vacations.

1. The employee will be entitled to vacations after the first six (6) months of employment with the company as of May 31 of any year are eligible for vacation as follows:

<table>
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<th>Length of Service</th>
<th>Days of Vacation</th>
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<td>Six months but less than one year</td>
<td>2 days</td>
</tr>
<tr>
<td>One year but less than two years</td>
<td>5 days</td>
</tr>
</tbody>
</table>

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Length of Service | Days of Vacation
---|---
Two years but less than five years | 10 days
Five years but less than ten years | 15 days
Ten years or more | 20 days

2. Vacation pay is based upon your normal pay for a forty hour work week without consideration for bonuses or other supplemental compensation.

C. Leaves of Absence.

1. Sickness. The employee is allowed _____ sick days per year. Sick days are not cumulative and may not be carried from year to year.

2. Maternity Leave. Maternity leave is treated as any other short term disability. This means that the employee will be paid in the same manner as if the employee was ill or otherwise disabled.

3. Jury Duty. Employees will be given time off for jury duty up to three weeks in any given year.

4. Emergency Leave. If a member of the employee's immediate family dies or becomes critically ill, the employee will be allowed up to three days of leave with pay. Additional time may be granted, without pay, upon approval of the company.

COMMENT

Leaves of absence may be provided for with or without pay. A leave without pay is used to protect the employee's right to return to work without loss of rights or benefits.

Pregnancy must be treated like other disabilities for the purposes of leave of absence and other benefits in accordance with the Federal Laws and the laws of several states.

D. Medical and Dental Benefits. The company agrees to include the employee in the following medical and dental benefit plans: The employee should refer to the plans for additional information with respect to coverage and handling of claims.

E. Moving Expenses. If the company transfers the employee to a new place of work, the company shall pay the employee for moving and traveling expenses that are authorized in advance in writing by the company in accordance with the company's policy on this subject which is more fully set forth in the following descriptive memorandum:

F. Employee Expenses.

1. No Expenses Allowed.

The employee is not permitted to incur any expenses which are to be charged against the company without written consent of the company.
2. Expenses to Be Reimbursed.

(First Alternative) The duties of employment require that the employee incur expenses for entertainment in the interest of business. In order to properly carry out this duty, the employee will find it necessary to incur expenses. Accordingly, the company will provide the employee, at the end of each fiscal quarterly period, or earlier in the discretion of the company, the sum of $______ (on a yearly basis) in order to defray the expenses of entertainment including the use and maintenance of entertainment facilities.

The annual figure referred to above has been arrived at after carefully analyzing the duties of the employee with respect to providing entertainment for the maximum benefit of the company. The company realizes that the expenses may be so diverse and casual as to make it impossible to provide complete and accurate records with respect to all expenses and therefore, the company will not require detailed expense vouchers for the entertainment allotted for by the employee.

The employee is also expected to incur expenses while traveling on behalf of the company. The employee will render bills to the company for the necessary transportation, communications, lodging, meals and other expenses, which expenses will be paid separately by the company. Entertainment expenses will not be included along with these bills since they are provided for by the annual sum referred to above.

(Second Alternative) The company will reimburse the employee for all reasonable expenses incurred by the employee in connection with the performance of the employee's duties under this contract. The payments will be made within _____ days after the employee provides the company with an itemized statement of all charges. The expenses to be incurred by the employee include entertainment, travel, meals, lodging and related expenses incurred by the employee in the interest of the business of the company.

(Third Alternative)—To be used along with previous alternative—

All expenses incurred by the employee in excess of $______ per month shall be paid by the employee individually notwithstanding any provisions of this contract to the contrary.

(Fourth Alternative) The employee must incur expenses for travel, entertainment, lodging and other related areas in order to properly carry out the employee's duties under this contract. The company shall reimburse the employee for such expenses at the rate of $______ per month in addition to the other compensation provided for in this agreement. This compensation shall be the total compensation to the employee for reimbursement of expenses. The employee will not be required to account for the actual expenses incurred.

(Fifth Alternative) The Employee shall personally defray all traveling and other expenses incurred by the Employee in connection with this employment.
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(Sixth Alternative) The Company shall pay the Employee for the Employee's reasonable expenses of traveling, board and lodging, postage and other expenses reasonably incurred by the Employee in or about the business of the Company.

(Seventh Alternative) The Company agrees to assume all expenses incurred by the Employee in the performance of the Employee's duties under this contract.

(Eighth Alternative) During the term of this agreement and any extension thereof, the Company will pay the Employee for all reasonable and necessary expenses incurred by the Employee in the furtherance of or in connection with the business of the Company, including, but not by way of limitation, all traveling and entertainment expenses. Expenses which exceed $________ shall require the advance written approval of the Company. In order to obtain reimbursement, the Employee shall submit to the Company an itemized statement of such expenses along with copies of bills and receipts. Further explanations may be required of the Employee. Payments will be made within ______ days after receipt of all necessary documentation.

(Ninth Alternative) Payments of salary and reimbursement of expenses if the Employee has an approved expense reimbursement privilege, and any bonus or other form of payment to the Employee shall first be used to discharge all expenses incurred by the Employee in fulfilling the Employee's duties and responsibilities to the Company. Under no circumstances shall the Employee represent the Company as being responsible for any expenses incurred by the Employee.

3. Automobile Expenses.

(First Alternative) The company shall provide the employee with the use of an automobile and pay all expenses for the upkeep and operation of the automobile provided.

(Second Alternative) The employee shall be required to provide his or her automobile in order to travel in accordance with the duties of the employee. The employee shall be responsible to pay all costs for the upkeep and operation of the automobile. The employee shall also be required to pay for insurance on the automobile which insurance will also insure the company for public liability of not less than $300,000/$1,000,000 with provision for at least $25,000 coverage for property damages.

9. Employee Not to Compete With Company

[See Section 15.103]

10. Employee Not to Disclose Confidential Information

[See Section 15.101]
11. Term of Employment

The term of employment shall begin ______ 19__ and extend to ______ 19__, and be automatically extended for successive periods of one year each upon the same terms and conditions set forth in this contract unless this contract is terminated by either party as herein provided.


(First Alternative) Either party may terminate this contract and the employment hereunder, without cause and at any time, upon 14 (fourteen) days written notice by certified or registered mail to the other party at the address set forth above.

(Second Alternative) This contract may be terminated by either party on not less than 14 (fourteen) days advance written notice thereof, or on verbal notice confirmed in writing within such 14 (fourteen) day period to the other party. However, the Company may terminate the employment hereunder immediately if necessary in the best judgment in order to protect its business or its good name. If the Employee elects to terminate his or her employment without advance notice, the Company shall have the right to make no further credits to the account of the Employee after the last day worked, notwithstanding the right to such credits had advance notice been given.

Upon termination of this contract, whether or not by the Company, subsequent credits to the employee's account with respect to orders then taken will be determined solely by the Company's policies then in effect. The Company will not be obligated to the Employee for bonuses or commissions in relation to accounts not yet been closed out for payment, chargeoff or cancellation.

(Third Alternative) This contract may be terminated at will by either party at any time by giving 10 (ten) days notice in writing to the other party by certified mail effective upon sending.

(Fourth Alternative) The first 60 days of employment represents a probationary period during which time this agreement may be terminated by either party at any time. Following this probationary period, the employment of the Employee with the Company may be terminated at any time by the Company or by the Employee upon 30 (thirty) days written notice to the Company. Upon termination of employment, the Company agrees to pay the Employee 50% of the sales commissions on undelivered orders (which are subsequently shipped and paid for). The remaining 50% shall be withheld by the Company for payment to other employees as compensation for necessary follow-up work. In the event of the death of the Employee, the employment shall terminate and all monies owed to the Employee shall be payable to the estate of the Employee.
§ 15.10 EMPLOYMENT AGREEMENTS

(Fifth Alternative) If the employee violates any of the provisions of this contract, the company may terminate the employment hereunder immediately without further obligation except to pay the Employee for compensation earned prior to the termination of this contract.

13. Termination of Employment—Illness of Employee

If the Employee shall become unable to attend to the duties of employment as required by this contract and it becomes necessary for the Company to replace the Employee either temporarily or permanently, the Company may do so and at the same time may suspend all further payments to the Employee for salary or bonuses and all other related compensation. In that event the Employee may still be entitled to long term disability if such a policy is in effect. The Company will recommence the payment of salaries, bonuses and other compensation at such date as the Employee shall resume and perform the employee's duties under this contract. The right of the Company as set forth above is in addition to the right of the Company to terminate this contract at any time as set forth above.

14. Termination of Employment—Relation to Compensation

If this contract is terminated, all compensation, additional compensation and other benefits shall accrue and be paid to the Employee to the date of the termination. Payments will be made with respect to each item of compensation or benefit as soon as the amount due is determined, except that in the event the termination is due to the Employee's misconduct, the Company shall have the right to withhold any and all monies due to the Employee and shall apply same as an offset against any monies due to the Company from the Employee as a result of the Employee's misconduct.

15. Termination of Employment—Death of Employee

If the Employee dies while being employed by the company, this contract shall automatically terminate. However, the company shall pay the estate of the Employee a sum equal to _______. This payment is in addition to any other rights that the Employee may have with respect to pensions, profit sharing or other Employee benefits.

16. Remedies for Breach of Contract

A. In the event of the breach or threatened breach of any provision of the contract by the Employee, the Company shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity including the company's right to recover from the Employee any and all damages that may be sustained as a result of the Employee's breach of contract.
B. In addition to any other remedies the Company may have available to it under the terms of this contract, the Company shall be entitled to stop the Employee, by means of injunction, from violating any part of this agreement, and to recover, by means of an accounting, any profits the Employee may have obtained in violation of this contract. The Company shall be entitled to recover its attorney's fees and expenses in any successful action by the Company to enforce this agreement.

17. Arbitration of Disputes

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

However, in the event of noncompliance or violation, as the case may be, of paragraphs ___ ___ of this contract (provisions relating to confidential information, trade secrets and other restrictive stipulations), the Company may alternatively apply to the court of competent jurisdiction for a temporary restraining order injunctively, and/or such other legal and equitable remedies as may be appropriate, since the Company would have no adequate remedy at law for such violation on non-compliance.

18. Severability; Governing Law

A. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. The contract shall be governed by the laws of the State of Florida. The Circuit Court of ______ County, of the State of Florida shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the Company to enforce this contract, the Company shall be entitled to recover its attorney's fees and expenses incurred in such action.

B. Each of the provisions of this agreement shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action. In the event of any dispute arising under this agreement, it is agreed between the parties that the law of the State of Florida will govern the interpretation, validity and effect of this contract without regard to the place of execution or place of performance thereof.
19. **Complete Agreement**

*(First Alternative)* This contract supersedes all prior contracts and understandings between the Employee and the Company and may not be modified, changed or altered by any promise or statement by whomsoever made; nor shall any modification of it be binding upon the Company until such written modification shall have been approved in writing by an officer of the Company.

*(Second Alternative)* This contract supersedes all prior contracts and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

*(Third Alternative)* Any existing contract between the parties hereto is hereby terminated and superseded by the execution of this contract, except that such terminations shall not operate to close out employee accounts, if any.

*(Fourth Alternative)* The Employee’s territory shall remain except upon the execution of a supplementary territory schedule to be signed and agreed to by both the Employee and the Company. However, they may unilaterally make any perspective changes in the contract of employment not limited to changes with respect to the employee’s position, classification, salary, compensation, with respect to any other provision related to employment.

20. **Waiver of Breach**

*(First Alternative)* The waiver by the Company of a breach of any provision of this contract by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

*(Second Alternative)* The failure of either the Employee of the Company at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of the Employee or the Company to enforce the same nor shall the waiver by the Employee or the Company of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of the contract itself.

21. **Employment by Subsidiary**

If the Company owns, acquires or forms subsidiary companies or becomes connected with other affiliate companies, the Employee agrees to be employed by any of the same and in such event all of the terms and conditions set forth herein shall bind the parties.
22. Number and Gender

In the above contract the use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this contract may require.

23. Signatures

A. In Witness Whereof, the undersigned has executed this contract the date and year first above written.

Attest:

[Name of Company]

Secretary By

President

Witness:

[Name of Witness] Employee

B. Both the Employee and the Company agree to the above.

Witness or Attested by:

§ 15.11 Employment of Associate Lawyer by Law Firm

EMPLOYMENT CONTRACT

This contract dated _____, 19__ is made BETWEEN (Name Employee) whose address is referred to as the “Associate”, AND whose address is referred to as the “Law Firm.”

1. Parties. The Associate is duly admitted to the practice of law in the state of ______. The law firm is engaged in the practice of law in the state of Florida.

2. Employment. The Law Firm agrees to employ the Associate as an associate in the law firm for the term of one year beginning ______ 19__. The Associate agrees to devote his or her full time to employment with the law firm.

3. Compensation. The Law Firm agrees to pay the Associate the salary of $_______ per year, payable monthly at a rate of $_______ to be paid on the first of each month (for the prior month). Salary increases may be made at the discretion of the Law Firm.
4. **Commissions.** As additional compensation the Law Firm agrees to pay the Associate a commission of ___% of all fees collected by the law firm for work the associate brought into the law firm, to be paid along with the next month’s salary.

5. **Clients.** All clients are to be considered clients of the law firm and not the clients of any particular member of the law firm.

6. **Vacation.** The Associate will be allowed _____ week(s) paid vacation after the successful completion of the first _____ months of employment. With continued successful employment additional vacations will be allowed of _____ weeks and _____ weeks after additional employment of _____ months and _____ months, respectively.

7. **Termination of Employment.** The employment of the associate may cease at any time at the option of the law firm. No advance notice is required. The right to commissions under paragraph 4 shall be retained, but the associate shall reimburse the law firm if the associate takes the client away from the law firm after the law firm has commenced work on behalf of the client(s) involved.

8. **Faithful Performance.** The associate agrees to faithfully perform the duties and work assigned to him by the law firm and at all times to work in the interest and furtherance of the general business of the law firm.

9. **Signatures.** Both the law firm and the associate agree to the above.

**LAW FIRM:**

BY _______________________ _______________________  

**ASSOCIATE**

§ 15.12 **Attorney Agreement** *

This Agreement is made this _____ day of _____, 19__, by and between _____ (hereinafter “Attorney”) and _____, a partnership engaged in the practice of law, (hereinafter referred to as “Law Firm”).

In consideration for the employment, continued employment or admission to partnership, of the Attorney, as the case may be, and in consideration of services to be rendered by the Attorney to the Law Firm, the parties mutually agree that the terms of employment shall be as set forth in this Agreement.

**I. EMPLOYMENT AT WILL**

This is an employment at will agreement, and nothing herein shall be construed to imply any vested rights in the employment created by this Agreement. This Agreement, and employment hereunder, is ter-

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minable at will, with or without notice, by either party, subject only to the provisions as specifically set forth herein. Nothing herein shall be construed to create any vested rights in property, files, papers, equipment, assets or receivables of Law Firm except as specifically set forth herein.

II. EFFECTIVE PERIOD

This Agreement shall be effective from the date first stated herein, and shall continue in effect until a termination by either party.

III. MODIFICATION

This Agreement may only be modified in writing, and then only if the writing is formally executed by all parties hereto and denominated as a modification of this Agreement.

IV. COMPENSATION OF ATTORNEY

Attorney shall receive compensation determined at the discretion of the Law Firm, including bonuses, unless a specific, separate written agreement is entered into as a modification as set forth above concerning specific compensation arrangements.

V. BENEFITS ENURING TO LAW FIRM

All income received by Attorney from all professional activities requiring specific legal knowledge and training shall enure to the benefit of the Law Firm except as specifically set forth as an exception to this Agreement. This shall include all fees for professional services rendered, all speaker's fees, all teaching fees, all royalties and all other remunerations. Any exceptions to this provision, and with respect to any pre-existing work in progress for which a receivable is owned by the Attorney or any other lawyer or law firm, other than this Law Firm, the parties shall attach hereto and agree upon as Exhibit "A" setting forth the case or client name, status, and nature or amount of compensation expected to inure to other than the Law Firm.

VI. REIMBURSEMENT OF COSTS

Law Firm shall promptly reimburse Attorney for all reasonable expenses incurred by Attorney on behalf of Law Firm or its clients, including mileage at the customary rate established from time to time by the Law Firm, travel expenses, etc. Any expenditure in excess of One Hundred Dollars ($100.00) should be pre-approved by a partner of the Law Firm, which approval will not be unreasonably withheld.

VII. DEPARTURE OF ATTORNEY FROM LAW FIRM

Seven (7) days after a decision for departure, Attorney shall submit to the Partners a list of all cases, clients and matters which Attorney has pending, and a separate list of all cases, clients and matters which
Attorney reasonably anticipates may likely remain with Attorney upon departure.

If no agreement is reached between Attorney and Partners within five (5) days thereafter, Attorney and the Partners shall send a joint letter, signed by both, to all clients who may reasonably be expected to select the Attorney. This will include all clients brought into the firm by the Attorney or who engaged the firm after the arrival of the Attorney but will not include clients who pre-existed the arrival of the Attorney absent special circumstances, such as clients who have made a specific inquiry to the Partners regarding their wish for continued representation by the departing Attorney. The letter shall read in substantial part as follows:

Attorney ______ [name] will be leaving the firm of ______ on ______ to begin his [her] own practice of law in the City of ______. Since you have been served in the past by both Attorney and Law Firm, we cannot be sure of your wishes concerning continued representation. You are entitled to choose to be further represented by either the Attorney or the Law Firm, and if you have more than one matter actively in process, you are free to designate different matters to either law practice.

For your convenience, we have provided a copy of this letter and a stamped, return envelope and ask that you make your election at the bottom of the letter.

If you need more information or would like to discuss this with us, please contact us at your convenience.

____________ [signature of Firm]

________ [signature of Attorney]

I would like to continue to be represented by (choose one): ______

_______ Attorney ______ [name]

DATE: ________________

By: ___________________

[Client's Name]

With respect to all work in progress, whether contingency or hourly billed, and in the absence of a different agreement, the parties agree to compensate Law Firm for work in progress initiated by Law Firm but concluded by Attorney after departure from the Law Firm on the following basis.

(i) With respect to all hourly fee work.

(a) Law Firm shall prepare its ordinary and customary billing for amounts previously due, and costs advanced and attorney's fees currently due as well as costs advanced currently due.
§ 15.12

(b) Attorney and Law Firm shall jointly and separately use best efforts to collect same. Attorney agrees that reimbursement of Law Firm shall be with the first dollars received from the client and that billings for attorney's new practice will be subordinated to payment in full of amounts due Law Firm.

(ii) With respect to contingency fee cases.

(a) If the fee contract was executed, work commenced, client relationship was established, or initial approach from client was received prior to date of termination, Law Firm shall receive sixty percent (60%) of total fees received and one hundred percent (100%) of reimbursement of costs advanced by Law Firm, and Attorney shall receive forty percent (40%) of total fees received and reimbursement of costs advanced after and subordinated to reimbursement of Law Firm's advanced costs.

(b) Law Firm shall be kept apprised of progress on all contingency fee cases taken by Attorney on a monthly basis and shall be advised of all settlement offers, and provided with copies of all closing statements and settlement documents as soon as they are made, drafted or received.

(iii) Attorney shall indemnify and hold Law Firm harmless from all liabilities including present and future claims of professional malpractice concerning the work of the Attorney, provided, however, that this release will not waive or reduce, nor will it be construed to enlarge, any insurance coverage which may otherwise exist for the benefit of Attorney.

(iv) With respect to any work in progress attributable to Attorney where the matter remains with the Law Firm, the Law Firm shall retain all ownership of all receivables.

VIII. BREACH

In the event of a breach of this Agreement, the breaching party shall be responsible for all court costs and attorney's fees occasioned by reason of his/hers/its breach, including appellate fees and costs, if any.

IX. BENEFIT and BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon all heirs, successors, successor law firms and assigns of the parties.

X. CONTROLLING LAW

This Agreement shall be governed by the laws of the State of Florida.

This Agreement arises in _______ County, Florida and the parties agree that _______ County, Florida has exclusive venue over any actions concerning any disputes hereunder.
XI. SEVERABILITY

If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

WHEREUPON we set our hands and seals on the date first stated herein.

______________________________  By: ____________________________
Witness

______________________________
Witness

______________________________  By: ____________________________
Witness

______________________________
Witness

______________________________  By: ____________________________
Witness

______________________________
Witness

______________________________
Witness

______________________________
Witness

ATTORNEY

______________________________
Witness

______________________________
Witness

STATE OF FLORIDA
COUNTY OF ______

Before me personally appeared ______, ______, ______, and ______, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal, this ______ day of ______, A.D., 19____.

______________________________
Notary Public
State of Florida
§ 15.13 Employment of Bookkeeper

This contract dated ______, 19__ is made

BETWEEN

whose address is

referred to as the "Company",

AND

whose address is

referred to as the "Employee."

1. Employment. The company hereby employs the employee as a bookkeeper and the employee hereby accepts such employment in accordance with the terms and conditions of this contract.

2. Term of Employment. The term of employment shall begin ______, 19__ and extend to ______, 19__, and automatically be extended for successive periods of one year each upon the same terms and conditions set forth in this contract unless this contract is terminated by either party as herein provided.

3. Duties of Employee. The duties of the employee are generally described as follows:

A. Carefully and accurately keeping such books of accounts and prepare such balance sheets and records and perform such other duties of a similar nature as the company may from time-to-time direct.

B. Observe and comply with all lawful directions and instructions by and on the part of the company, and use his or her best endeavors to promote the interests of the company, and not at any time do anything which may cause or tend or be likely to cause any loss or damage to the company in business, reputation, or otherwise.

4. No Other Employment. The employee is required to refrain from acting in any other work capacity or employment without having first obtained the written consent of the company. It is the company's intention that the employee devote all of the employee's work effort towards the fulfillment of the employee's obligations under this contract.

5. Disclosure of Information. The employee agrees that any information received by the employee during his or her employment, which concerns the personal, financial or other affairs of the company or its customers will be treated by the employee in full confidence and will not be revealed to any other persons, firms or organizations.

6. Hours of Employment. The employee is expected to work at least 8 hours per day and 40 hours per week, Monday to Friday. The working hours are normally 9 to 5 but may be determined differently by the company from time-to-time. The employee is allowed ______ minutes for lunch with the time designated for lunch to be determined by the company.
7. **Compensation.** The company shall pay the employee the sum of $____ per ____ as salary in accordance with this contract. The payments will be made on the _____ day of each _____.

8. **Benefits.**

   A. **Holidays**

      1. The employee will be entitled to _____ paid holidays each year plus _____ personal days. The company will notify the employee as much in advance as practical with respect to the holiday schedule. The holidays which are generally observed by the company are as follows: New Year’s Day, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day. Additional holidays may be allowed in connection with holidays which fall on weekends.

      2. The personal holidays are to be scheduled in advance to the mutual convenience of the employee and the company. Such holidays must be taken during the calendar year and cannot be carried forward into the next year.

      3. The employee will not be entitled to any personal holidays unless the employee has been employed for a period of ______ during the calendar year. If the employee has been employed for less than the required time, the company may, in its own discretion, allow the employee a reduced number of personal days.

   B. **Vacations**

      1. The employee will be entitled to vacations after the first six (6) months of employment with the company as of May 31 of any year are eligible for vacation as follows:

      | Length of Service                          | Day of Vacation |
      |-------------------------------------------|----------------|
      | Six months but less than one year         | 2 days         |
      | One year but less than two years          | 5 days         |
      | Two years but less than five years        | 10 days        |
      | Five years but less than ten years        | 15 days        |
      | Ten years or more                         | 20 days        |

      2. Vacation pay is based upon your normal pay for a forty hour work week without consideration for bonuses or other supplemental compensation.

   C. **Sick Leave.** The employee is allowed ______ sick days per year. Sick days are not cumulative and may not be carried from year to year.

   D. **Emergency Leave.** If a member of the employee’s immediate family dies or becomes critically ill, the employee will be allowed up to three days of leave with pay. Additional time may be granted, without pay, upon approval of the company.
9. Termination of Employment. Either party may terminate this contract and the employment hereunder without cause and at any time upon _____ days written notice by certified or registered mail to the other party at the address set forth above. This contract will be automatically terminated upon the death of the employee.

10. Signatures. Both the employee and the company agree to the above.

Witness or Attested by:


§ 15.14 General Contract of Employment of a Physician

This contract dated _____ 19_ is made

BETWEEN

whose address is referred to as the “Employee”,

AND

whose address is referred to as the “Medical Group.”

COMMENT

The terms “Employee” and “Medical Group” have been used for convenience. It would be uncommon to refer to a Medical Group as a company. However, it may very well be referred to as a corporation or a partnership as the case may be. Naturally if you are going to change the names it must be made throughout the contract so that the same terms are used throughout.

1. Employment. The medical group hereby employs the employee as a physician in the specialty of _____ and the employee hereby accepts such employment in accordance with the terms and conditions of this contract.

2. Term of Employment. The term of employment shall begin _____ 19_ and extend to _____ 19_ and be extended automatically for successive periods of one year each upon the same terms and conditions set forth in this contract unless this contract is terminated as provided herein.

3. Duties of Employee.

A. Job Assignment. The duties of the employee are generally described as follows: ____. The duties of the employee are also more specifically set forth in this contract.

B. No Other Employment Allowed. The employee agrees to devote his or her best efforts and all of his or her time and attention exclusively to the medical practice of the medical group exclusive of
such vacation periods and other time off as provided in this contract. The medical groups realize that the employee may and is encouraged to engage in civic and charitable activities as long as such devotion of time and energy does not interfere with the employee’s obligations under this contract.

C. Assignment of Duties by Medical Group. The employee may be assigned other duties from time-to-time including the requirement that the employee be “on duty” or “on call” at night or on weekends and holidays. These assignments will be rotated in a reasonable manner. The employee shall also perform such additional duties as may be required by the medical group from time-to-time without having any effect upon other terms of this contract.

D. Normal Working Hours. The employee is expected to work at least eight hours per day and forty hours per week Monday through Friday. The working hours are normally nine to five but may be determined differently by the medical group from time-to-time. The employee may also be required to work some nights and weekends in order to accommodate the patients cared for by the medical group.

E. Records. The employee is required to keep and maintain records relating to all professional services rendered in the form and manner as required by the medical group from time-to-time. The employee will also be required to prepare reports, claims and correspondence as required. All of these records and related materials belong to the medical group as do all case records, case histories, medical records, and other files concerning patients of the medical group or patients who have been serviced by the medical group.

F. Board Certification. The employee agrees to take an examination for the American Board of ______ as soon as the employee is eligible and to pay all expenses in connection with the certification process.

G. Promoting the Medical Group. The employee may be requested to promote the interest of the medical group by way of entertainment or otherwise and should do so willingly as permitted by the Canons of Professional Ethics.

H. Hospital Privileges. This contract is subject to and conditional upon the employee obtaining privileges for the practice of ______ at ______ hospital. If the employee does not obtain such privileges or does not maintain the privilege, the medical group may terminate this contract immediately.

I. Continuing Education. The employee shall devote a reasonable amount of time attending professional conventions and otherwise participating in continuing education in order to improve and maintain his or her professional skills. The cost of tuition and registration for such activities will be paid for by the medical group, however, the employee
shall pay all other expenses in connection therewith unless otherwise agreed to by the medical group.

J. Professional Memberships. The employee is required at his or her own expense to maintain membership in the Florida Medical Association and in the following organizations: ______ along with such additional organizations as may reasonably be required by the medical group.

K. Expenses and Facilities. The medical group is required to provide adequate facilities, equipment and supplies as necessary for the employee to properly perform his or her duties under this contract. It will be the employee’s responsibility to pay expenses for his or her personal automobile, home telephone and other miscellaneous expenses as required to properly carry out the terms and conditions of this contract.

L. Automobile. Since the employee is required to use his or her automobile on the business of the medical group, it is required that the employee provide and maintain an automobile for such duties and to pay insurance in connection therewith which policies shall be required to be satisfactory to the medical group and shall include these minimal terms of liability: $______. The employee shall also provide an endorsement on the policy of insurance in favor of the medical group.


A. Salary. The medical group shall pay the employee the sum of $______ per ______ as salary in accordance with this contract. The payments will be made on the _____ day of each ______. The amount of salary may be increased by the medical group from time-to-time. Any such changes in salary shall be set forth in writing by the medical group and attached to and made a part of this contract.

B. Share of Profits. In addition to the salary paid to the employee, the employee shall also be paid a bonus which will be determined as follows:

1. The net profit of the medical group will be determined after paying base salaries to all employees and deducting operating expenses and all other proper deductions, but prior to deductions for taxes on income.

2. The net profits determined as set forth above shall be multiplied by _____% and shall be further reduced by the fraction of which the salary of the employee is the numerator and the total salary of all employees of the medical group is the denominator.

3. This bonus which is to be paid to the employee shall be computed on a quarterly basis and paid within twenty days of the end of the calendar quarter. The medical group is free to make advance payments at an earlier time subject to modification in accordance with the final calculations which are to be made at the end of the fiscal year.
5. Benefits.

A. Holidays

1. The employee will be entitled to _____ paid holidays each year plus _____ personal days. The medical group will notify the employee as much in advance as practical with respect to the holiday schedule. The holidays which are generally observed by the medical group are as follows: New Year’s Day, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day. Additional holidays may be allowed in connection with holidays which fall on weekends.

2. The personal holidays are to be scheduled in advance to the mutual convenience of the employee and the medical group. Such holidays must be taken during the calendar year and cannot be carried forward into the next year.

3. The employee will not be entitled to any personal holidays unless the employee has been employed for a period of _____ during the calendar year. If the employee has been employed for less than the required time, the medical group may, in its own discretion, allow the employee a reduced number of personal days.

B. Vacations

1. The employee will be entitled to vacations after the first six (6) months of employment with the medical group as of May 31 of any year are eligible for vacation as follows:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Days of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six months but less than one year</td>
<td>2 days</td>
</tr>
<tr>
<td>One year but less than two years</td>
<td>5 days</td>
</tr>
<tr>
<td>Two years but less than five years</td>
<td>10 days</td>
</tr>
<tr>
<td>Five years but less than ten years</td>
<td>15 days</td>
</tr>
<tr>
<td>Ten years or more</td>
<td>20 days</td>
</tr>
</tbody>
</table>

2. Vacation pay is based upon the salary of the employee without consideration for bonuses or other supplemental compensation.

3. All vacations shall be scheduled subject to the approval of the medical group.

C. Medical Meetings. The employee shall be allowed one week with pay in order to attend medical meetings in any calendar year provided that the employee shall pay all expenses in connection with the attendance of such meetings.

D. Death Benefit. If the employee shall die while this contract is in force, in addition to any other benefits, the employee’s surviving spouse or if the employee is not survived by a spouse, the employee’s estate shall be paid the sum of $______.

E. Family Emergencies. If a member of the employee’s immediate family dies or becomes critically ill, the employee will be allowed three
days of leave with pay. Additional time may be granted, without pay, upon approval of the medical group.

F. Medical and Dental Benefits. The medical group agrees to include the employee in the following medical and dental benefit plans: _______. The employee shall refer to the plans for additional information with respect to coverage and handling of all claims. The employee's family is also eligible for this coverage.

6. Insurance and Indemnity.

A. Insurance. The medical group shall maintain and pay a premium for insurance on behalf of the employee for medical malpractice of the employee in an amount to be determined by the medical group.

B. Indemnification. The employee shall hold the medical group harmless and indemnify the medical group and its successors and assigns against any and all liabilities and expenses including attorney's fees which result from any acts and omissions of the employee.

7. Charges to Patients. All charges and fees which are collected for medical services of the employee shall be paid to the medical group promptly and in full.

8. Patients. All patients with whom the employee deals and performs services are to be treated as and are patients of the medical group. These patients shall remain patients of the medical group after the termination of this contract.


A. Death of Employee. This contract shall terminate upon the employee's death.

B. At Will Employment

(First Alternative) Either party may terminate this contract and the employment hereunder, without cause and at any time, upon 14 (fourteen) days written notice by certified or registered mail to the other party at the address set forth above.

(Second Alternative) This contract may be terminated by either party on not less than 14 (fourteen) days advance written notice thereof, or on verbal notice confirmed in writing within such 14 (fourteen) day period to the other party. However, the medical group may terminate the employment hereunder immediately if necessary in the best judgment in order to protect its business or its good name. If the employee elects to terminate his or her employment without advance notice, the medical group shall have the right to make no further credits to the account of the employee after the last day worked, notwithstanding the right to such credits had advanced notice been given.

(Third Alternative) This contract may be terminated at will by either party at any time by giving 10 (ten) days notice in writing to the other party by certified mail effective upon sending.
15.14 EMPLOYMENT AGREEMENTS

(Fourth Alternative) If the employee violates any of the provisions of this contract, the medical group may terminate the employment hereunder immediately without further obligation except to pay the employee for compensation earned prior to the termination of this contract.

C. Termination for Cause

(First Alternative) If the employee violates any of the provisions of this contract, the medical group may terminate the employment hereunder immediately without further obligation except to pay the employee for compensation earned prior to the termination of this contract.

COMMENT

This contract provides for termination at will and also termination for cause. Since the two may be considered contradictory, it may be better to omit the termination for cause provision entirely. Also provisions relating to termination for cause may be interpreted to require standards of due process to be met which itself would be contradictory to other provisions in the contract which provide for employment at will.

10. Illness or Disability of Employee.

A. Sick Leave. The employee is allowed ___ sick days per year. Sick days are not cumulative and are not to be carried from year to year. Sick days may not be taken as personal days or vacation days and are intended only for use when an employee is sick.

B. Suspension of Compensation. If the employee shall become unable to attend to the duties of employment, the employee shall be required to use up all sick leave, personal leave and vacation time in order to receive compensation for the period of illness. Once the employee uses up all periods of paid employment, the medical group may suspend all further payments to the employee for salary or bonuses and all other related compensation. In that event, the employee may still be entitled to long term disability if such a policy is in effect. The medical group will recommence the payment of salaries, bonuses and other compensation at such date as the employee shall resume and perform the employee’s duties under this contract. The right of the medical group as set forth above is in addition to the right of the medical group to terminate this contract at any time as set forth above.

11. Agreement Not to Compete. Upon termination of employment the employee agrees not to engage in the practice of the specialty of ___ in any way, in any hospital, clinic, office or other institution with which the medical group has contracts with respect to the practice of ___ or with which the medical group has entered into negotiations with respect to such contracts while the employee was employed by the medical group. This limitation on the employee shall apply for
a period of three years from the termination of employment and shall extend and be applicable within a one mile radius of any present or future office of the medical group.

12. Notices. All notices by either party to terminate this contract shall be in writing and sent by Certified Mail return receipt requested to the other party as herein provided. Any notices to the employee will be given to the employee at the last known address of the employee.

13. Severability; Governing Law.

A. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. The contract shall be governed by the laws of the state of Florida. The _____ court of the state of Florida shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the medical group to enforce this contract, the medical group shall be entitled to recover its attorney's fees and expenses incurred in such action.

B. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action. In the event of any dispute arising under this contract, it is agreed between the parties that the law of the state of Florida will govern the interpretation, validity and effect of this contract without regard to the place of execution or place of performance thereof.


(First Alternative) The waiver by the medical group of a breach of any provision of this contract by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

(Second Alternative) The failure of either the Employee of the medical group at any time to require the performance of the other of any of the provisions herein shall in no way effect the respective rights of the Employee or the medical group to enforce the same nor shall the waiver by the Employee or the medical group of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of the provision itself.

15. Arbitration of Disputes. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

However, in the event of noncompliance or violation, as the case may be, of paragraphs ____ of this contract [provisions relating to
confidential information, trade secrets and other restrictive stipulations], the medical group may alternatively apply to the court of competent jurisdiction for a temporary restraining order injunctively, and/or such other legal and equitable remedies as may be appropriate, since the medical group would have no adequate remedy at law for such violation on non-compliance.


A. In the event of the breach or threatened breach of any provision of the contract by the Employee, the medical group shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity including the medical group's right to recover from the employee any and all damages that may be sustained as a result of the employee's breach of contract.

B. In addition to any other remedies the medical group may have available to it under the terms of this contract, the medical group shall be entitled to stop the Employee, by means of injunction, from violating any part of this contract, and to recover, by means of an accounting, any profits the Employee may have obtained in violation of this contract. The medical group shall be entitled to recover its attorney's fees and expenses in any successful action by the medical group to enforce this contract.

17. Complete Agreement.

(First Alternative) This contract supersedes all prior contracts and understandings between the Employee and the medical group and may not be modified, changed or altered by any promise or statement by whomsoever made; nor shall any modification of it be binding upon the medical group until such written modification shall have been approved in writing by an officer of the medical group.

(Second Alternative) This contract supersedes all prior contracts and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

(Third Alternative) Any existing contract between the parties hereto is hereby terminated and superseded by the execution of this contract, except that such terminations shall not operate to close out employee accounts if any.

18. Signatures. Both the employee and the medical group agree to the above.
Witness or Attested by:

§ 15.15 Contract Between Corporation and Radiologist

Agreement made this _____ day of ______, 19__, between ______, Inc., a ______ corporation, with its principal office at ______, hereinafter called Employer, and ______, M.D., of ______, hereinafter called the Employee.

It is hereby agreed as follows:

Article 1

EMPLOYMENT RELATIONSHIP

1.1. The Employer hereby employs the Employee for the period hereinafter set forth as a physician in the specialty of radiology, at the various hospitals, clinics, offices and institutions served by the Employer. Assignments of Employee and all other employees to the places of employment, shall be made by the President, or, in his absence or disability, by the Vice-President, in accordance with the general policies as may be adopted from time to time by the Board of Directors. The Employer, through its proper officers, reserves the right to assign and change any assignment of Employee and of all other employees at such locations and to such duties, including the reading of X-Rays, fluoroscopy, and X-ray therapy as may be necessary or advisable from time to time.

1.2. The Employee agrees to accept said employment and to devote his entire time and attention exclusively to the medical practice of the Employer in the specialty of radiology, except where the Employee or other Employees of Employer may be employed on a more or less full time basis by institutions such as Veterans Administration. It is not intended that such activities shall be included within the scope of this employment agreement, and only the practice of the profession outside of his duties with institutions such as Veterans Administration, shall be included within the terms of this agreement.

Article 2

PERIOD OF EMPLOYMENT

2.1. The period of employment under this agreement shall begin on ______, 19__, and shall end on ______, 19__, provided, however, that unless the Employer gives notice to the Employee on or before ______, 19__, of its intention to terminate this agreement on ______, 19__, then and in such event the period of employment shall continue from year to year, provided, however, that this agreement may be
§ 15.15 EMPLOYMENT AGREEMENTS

cancelled by either party giving to the other party notice of its intention to terminate this agreement on the end of the second calendar month following the month during which such notice is given.

2.2. All notices of either party to terminate this agreement shall be given in writing and sent by registered mail, addressed to the other party as herein provided. The notice to the Employer shall be given to an executive officer other than the Employee at the registered office of the corporation. Notice to the Employee shall be given at his latest home address, as indicated on the records of the corporation.

Article 3

VACATIONS, MEETINGS AND DAYS OFF

3.1. During the first year of employment with Employer or a predecessor, the Employee shall be entitled to two (2) weeks of vacation with full pay. During the second, third and fourth years of employment with Employer or a predecessor, the Employee shall be entitled to three (3) weeks of vacation with full pay. During the fifth and subsequent years of employment by the Employer or a predecessor, the Employee shall be entitled to four (4) weeks of vacation with full pay. Vacations are to be computed on a calendar year basis, and may not be accumulated from year to year. Any leave of absence in excess of vacation schedule shall be taken by the Employee without pay.

3.2. The Employee shall be granted one (1) week with pay to attend medical meetings in each calendar year, provided, however, that the Employee shall pay all expenses in connection with the attendance at such meetings.

Article 4

DISABILITY

4.1. In the event of total disability of the Employee due to illness or other incapacity, the Employee's base salary shall be continued according to the following schedule:
For the first six (6) months ........................................ 100%
For the next six (6) months ........................................ 50%

4.2. Any amounts payable to the Employee on account of insurance, the premiums for which are paid by the corporation, shall be deducted from any payments made pursuant to this Article. In the event that the payments from insurance policies exceed the above schedule, such payments shall be in lieu of payments payable by the Employer and no deductions or adjustments shall be made which would reduce the insurance payments to the Employee.

4.3. Any bonus payments to which the Employee would otherwise be entitled shall be reduced by the proportion that the months of disability bear to the calendar year during which disability payments
are payable. If the disability extends more than six (6) months, no bonus shall be payable.

4.4. Where all payments pursuant to Section 4.1, shall have been made, no further disability compensation will be paid until such Employee returns to the practice of his profession with the corporation on a full time basis.

Article 5

COVENANT NOT TO COMPETE

5.1. Upon termination of employment, the Employee covenants and agrees that except with the prior written consent of the corporation, signed by two (2) of the executive officers of the corporation, he will not engage in the practice of the specialty of radiology, a branch of the practice of medicine, in any way, in any hospital, clinic, office or other institution with which the corporation or any shareholder or any Employee thereof has contracts with respect to the practice of radiology, or with which the corporation or a shareholder or an Employee thereof has started negotiations for such a contract during the period while the terminating Employee was an Employee of the corporation, nor may such Employee practice the specialty of radiology within a one (1) mile radius of any present or future office of the corporation. Such restriction shall continue for a period of three (3) years from and after the termination of employment or existence of the corporation or any successor thereto, whichever period of time is shorter.

Article 6

ARBITRATION OF DIFFERENCES

6.1. Any important differences as may arise between the parties hereto with reference to this agreement, or the construction thereof, or any matters dealt with arising under this agreement, shall be referred to three (3) arbitrators, one of whom shall be appointed by either party hereto desiring arbitration; one by the other party hereto; and the third shall be chosen by the other two so appointed. The decision of the majority of the three arbitrators shall be final. A party desiring to have any matter determined by arbitration hereunder, shall select his appointee and notify the other party thereof. When so notified, the other party shall, within thirty (30) days likewise select his appointee and give notice thereof.

6.2. In the event either party hereto shall refuse or neglect to appoint his arbitrator in the time prescribed, the other party may apply to the Judge of any Court of record of ______ County to appoint an arbitrator for and on behalf of such a person.
Article 7

COMPENSATION

7.1. The Employee shall be entitled to a base compensation of $_____ per year, payable in monthly installments of $_____ each.

7.2. In addition to base compensation, the Employee shall be paid a bonus computed as follows:

(a) After payment of base salaries, the deduction of operating expenses and all other proper deductions, but before deduction of taxes on income, the net profits shall be determined.

(b) The net profits so determined shall be allocated among the professional employees entitled to a bonus according to the ratio by which the fees received by the corporation on account of services rendered by the Employee bear to the total fees received by the corporation for professional services rendered by all professional Employees.

(c) For purposes of allocating fees, the fees resulting from the operation of any office by the corporation, shall be reduced by the direct expenses attributable to the operation of such office, including, but not limited thereto because of enumeration herein, such items as salaries, rent, and other direct expenditures.

(d) The bonuses shall be computed on a quarterly basis and shall be payable within twenty (20) days after the end of each calendar quarter.

Article 8

AMENDMENT

8.1. This agreement shall be subject to amendment or modification at any time by written agreement of the parties.

8.2. It is contemplated that the base compensation of the Employee hereunder may be changed from time to time. Such change may be made by a writing executed by the proper officers of the corporation and by the Employee involved and attached to this agreement. Such change shall be authorized by the Board of Directors, and in making such change, the Employee involved shall not be eligible to vote in respect to his own compensation.

In Witness Whereof, the Employer has caused this agreement to be executed by its proper officers and its corporate seal to be affixed and the Employee has hereunto set his hand and seal at ____, this _____ day of ___, 19__.

[Signatures]

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§ 15.16  Contract Between Corporation and Physician

This agreement, made this ___ day of ___, 19__, by and between ___, Inc., by ___, its authorized agent, hereinafter called the Company, and ___, hereinafter called the Physician.

1. Services. (a) Plant Visits. The Physician will visit the plant of the Company at ___ daily between ___, excepting that no such visits will be required on Saturdays and Sundays.

(b) Emergency. The Physician will make such emergency calls as may come to his notice at the plant of the Company at said address.

(c) Physical Examinations. The Physician will make such physical examinations of the employees of the Company as will conform to the regulations of its insurance department, and prevent the employment of such persons as may be, or are liable to become, physically unfit to discharge properly the duties which might have been assigned to them, or those suffering from any disease as might render them a menace to those with whom they might associate.

2. Compensation. The Company shall pay to the Physician for such services the sum of $___ per year, payable in 24 equal semi-monthly installments.

3. Outside Visits. Employees who are unable to call upon the Physician in his office at the plant shall be billed direct for any visits made to the Physician's office at ___ or to their homes, as such visits are not a part of this contract.

4. Office. The Company agrees to maintain such office and equipment in its building for the use of the Physician as may be necessary and agreed upon.

5. Expenses. The Company agrees to pay all hospital bills, ambulance and other like expense, and the expense of special assistance, laboratory, medical or surgical, as may be recommended by the Physician and approved by the Company.

6. Nurses. The Company agrees to employ a full-time nurse who shall work subject to the orders of the Physician within the plant, and in addition thereto shall employ a visiting nurse who shall also do work for the personnel department such as may be prescribed by the Physician.

7. Liability Insurance. The Company agrees to endeavor to have the Physician appointed company physician, applicable to the ___ plant only, for which position the Company carries liability insurance, and the Physician agrees, in such case, to discharge such duties as may be prescribed by the Company and the laws of the State of ___.

8. Termination. The parties hereby mutually agree to give each other thirty days' notice in writing of intent to terminate this contract.
This agreement signed by both parties in the presence of two witnesses, this ______ day of ______, 19__.

[Witnesses ]  [Signatures ]

§ 15.17  Contract for Employment of Farm Labor

This contract dated ______, 19__ is made

BETWEEN

whose address is referred to as the "Employer",

AND

whose address is referred to as the "Laborer."

1. Employment. The employer hereby hires the laborer to work for the employer for a period of ______ beginning on the morning of ______ and continuing until terminated by either party.

2. Labor to Be Performed. The laborer agrees to perform ordinary farm-labor during customary working hours. The laborer also agrees

[Insert any special stipulation ]

3. Compensation. The employer agrees to pay the laborer $______ per ______ and to furnish him with the following:

[Strike out terms not applicable ]

House, garden, and poultry yard and house
Board, Room, Laundry
Milk for family use the amount of:
Meat for family use the amount of:
Feed for ______ cows
Feed for ______ hogs
Feed for ______ poultry

4. Signatures. Both the employer and the laborer agree to the above contract.

________________________________________
Employer

________________________________________
Laborer
§ 15.18 Contract for Employment of Farm Labor—Another Form

Agreement, made the _____ day of _____, 19_, between 
_____, of ______, herein called the farmer, and _____ of ______,
herein called the laborer, whereby it is agreed as follows:

1. Term. The farmer will employ the laborer and the laborer 
will serve the farmer for one year from the _____ day of _____,
19_, as a general farm laborer.

2. Wages. The farmer will pay the laborer $--- per week as 
wages and the further sum or bonus of $--- in respect of extra 
work during harvest season.

3. Misconduct. If the laborer shall be absent from his work at 
any time without the consent of the farmer or shall misconduct himself 
the farmer may forthwith determine the laborer's employment and 
upon such determination or in case the laborer shall leave the farmer's 
employment without the consent of the farmer he shall not receive any 
further wages or bonus than may have already been paid to him.

4. Illness. If the laborer shall be prevented by illness or other 
unavoidable cause from performing his duties, he shall not receive any 
wages or bonus in respect of any day on which he shall be so absent, 
and if he shall be so absent for more than ______ days consecutively, 
or for more than ______ days in all during the year, the farmer may 
forthwith determine the employment of the laborer.

5. Termination. The farmer may terminate the employment of 
the laborer upon giving him one week's notice or paying him one 
week's wages in lieu of notice in addition to wages and bonus, if any, at 
the rate aforesaid for the time during which he shall have actually 
worked.

6. Apportionment. For the purposes of the last two preceding 
clauses the laborer's wages and any bonus hereunder shall be apportioned, if necessary, from day to day.

In Witness Whereof, etc.

§ 15.19 Contract for Superintendent of Apartment Building

This contract dated ______ 19_ is made

BETWEEN

whose address is referred to as the "Manager",

AND

whose address is referred to as the "Landlord."

1. Employment. The landlord hereby employs the manager as 
the resident manager of the apartment building located at ______ and
described as follows: ______. The manager hereby accepts such employment in accordance with the terms and conditions of this contract.

2. **Duties of Manager.** The manager shall manage and maintain the apartment building. The duties of the manager shall include all necessary and related tasks, including but not limited to the following:

   a. Meeting with tenants and prospective tenants to handle details with respect to lease signings, renewals and terminations.
   
   b. Collecting rent and any additional charges owed by the tenants and notifying tenants when the rent is overdue.
   
   c. Arranging for and supervising janitorial personnel to clean and maintain all common areas and grounds of the apartment building and complex.
   
   d. Arranging for all necessary repairs and maintenance to the grounds and buildings.
   
   e. Purchasing materials and supplies needed to maintain and repair the apartment complex and grounds.
   
   f. Keeping a complete record of all purchases, expenses, and inventories of all assets of the landlord.
   
   g. Keeping complete and accurate records with respect to all rents.
   
   h. Keeping complete and satisfactory budgets for the proper handling of all of the responsibilities of the manager in accordance with this agreement.
   
   i. Maintaining proper accounts for all related matters including security deposits to be handled in accordance with local law.
   
   j. All accounts shall be established in the name of the landlord with the manager being authorized to make deposits and withdrawals.
   
   k. The manager shall also supervise all other personnel including the hiring and firing thereof as necessary for the proper management of the apartment building and grounds.

3. **Salary.** The landlord shall pay the manager the sum of $_______ per ______ as salary in accordance with this contract. The payments will be made on the ______ day of each ______.

4. **Apartment.** The manager shall be allowed to stay and reside in apartment ______ free of any charge for rent. The manager will also be given free utility service including electric, water and garbage services.

5. **Hours of Work.** The manager is expected to work at least eight (8) hours per day and forty (40) hours per week. The manager shall also devote any additional time as required to perform the services required in accordance with this contract. The manager will report to the landlord a complete record of the hours worked during
each month. If the manager is to be away from the premises for a period in excess of ____ hours, the manager shall notify the landlord.

6. **Term of Employment.** The employment of the manager shall begin on _____ and shall continue until _____, and for such additional periods of time as the parties mutually agree.

7. **Termination.** Either party may terminate this agreement by giving _____ days written notice to the other at the address set forth above with respect to the landlord and at the apartment address with respect to the manager.

8. **Signatures.** Both the manager and the landlord agree to the terms of the above contract.

Witnessed by:

__________________________
Manager

__________________________
Landlord

§ 15.20 **Employment Agreement—Executive Officer**

This contract dated ----, 19__ is made

BETWEEN

whose address is referred to as the "Company",

AND

whose address is referred to as the "Employee."

1. **Employment.** The company hereby employs the employee as _____ and the employee hereby accepts such employment in accordance with the terms and conditions of this contract.

2. **Duties of Employee.** The employee shall be the general manager and executive director as well as a consultant for the company and agrees to devote his or her full time attention and best efforts to the performance of employment hereunder. The duties of employment shall include such additional executive duties on behalf of the company and operations of a character keeping with the employee's position as general manager of the company as may from time-to-time be assigned to the employee by the Board of Directors or by the President of the company. As chief executive officer and general manager of the company, the employee shall be in complete charge of the operations of the company and shall have full authority and responsibility, subject to the general direction and control of the Board of Directors of the company, for formulating policies and administering the affairs of the company in all respects, subject to the provisions hereinafter contained.
3. **Compensation.** The company agrees to pay the employee and the employee agrees to accept such compensation, (a sum equal to 50% of the net profits of the company for each twelve month period following the effective date of this contract). For the purposes of this contract, net profits will be determined by the company's accountants, but shall be net profits before any deduction or reduction of federal income taxes, or taxes on income of the company due to the state of ______ or to any other state.

4. **Benefits.**

   A. **Holidays**

      1. The employee will be entitled to ______ paid holidays each year plus ______ personal days. The company will notify the employee as much in advance as practical with respect to the holiday schedule. The holidays which are generally observed by the company are as follows: New Year’s Day, Washington’s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day. Additional holidays may be allowed in connection with holidays which fall on weekends.

      2. The personal holidays are to be scheduled in advance to the mutual convenience of the employee and the company. Such holidays must be taken during the calendar year and cannot be carried forward into the next year.

      3. The employee will not be entitled to any personal holidays unless the employee has been employed for a period of ______ during the calendar year. If the employee has been employed for less than the required time, the company may, in its own discretion, allow the employee a reduced number of personal days.

   B. **Vacations.** The employee shall be entitled to ______ days vacation each year after an initial period of ______ days of employment with the company.

   C. **Sick Leave.** The employee shall be allowed ______ sick days per year. Sick days are not cumulative and may not be carried from year to year.

   D. **Emergency Leave.** If a member of the employee’s immediate family dies or becomes critically ill, the employee will be allowed up to three days of leave with pay. Additional time may be granted, without pay, upon approval of the company.

   E. **Medical and Dental Benefits.**

      (First Alternative) The company agrees to include the employee in the following medical and dental benefit plans: The employee should refer to the plans for additional information with respect to coverage and handling of claims.
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(Second Alternative) The employee shall be allowed to participate in any group insurance plan of the company, without cost to the employee.

F.  Pension and Profit Sharing. The employee shall be entitled to participate in any pension or profit sharing plan, or other type of plan adopted by the company for the benefit of its officers.

5. Power to Bind Company. The employee’s authority to obligate the company on any contract or agreement of any kind, character or nature is limited to those contracts or obligations in which the company’s financial obligation does not exceed the sum of $_______ and the employee shall have no authority to borrow funds for the company or to pledge any of its assets for any purpose whatsoever.

6. Employee Not to Compete With Company. [See § 15.103]

7. Employee Not to Disclose Confidential Information. [See Section 15.101]

8. Term of Employment. The term of employment shall begin _____ 19__ and extend to _____ 19__, and be extended automatically for successive periods of one year each upon the same terms and conditions set forth in this contract unless this contract is terminated by either party as herein provided.

9. Termination of Employment. The first 60 days of employment represents a probationary period during which this contract may be terminated by either party at any time. Following this probationary period, the employment of the employee with the company may be terminated at any time by the company or by the employee upon thirty days written notice to the company or employee as the case may be. However, the company may terminate the employment hereunder immediately if necessary in the best judgment of the company in order to protect its business or its good name.

10. Signatures.

A. In Witness Whereof, the undersigned has executed this contract the date and year first above written.

Attest:  

[Name of Company]  

_________________________________________  
Secretary  

By  

President

Witness:

_________________________________________  
[Name of Witness]  

Employee

B. Both the Employee and the Company agree to the above.
§ 15.21 Employment Agreement Between Merchant and Manager of Business

This contract dated _____ 19__ is made

BETWEEN

whose address is referred to as the "Company",

AND

whose address is referred to as the "Manager."

1. Employment. The company hereby employs the manager as the manager of the company's _____ store located at _____ in accordance with the terms and conditions of this contract.

2. Term of Employment. The term of employment shall begin _____ 19__ and extend to _____ 19__ and be extended automatically for successive periods of one year each upon the same terms and conditions set forth in this contract unless this contract is terminated by either party as herein provided.

3. Duties of Manager. The manager shall have the following duties:

   A. Best Efforts. The manager shall devote all of his or her time, energy and attention to the performance of the duties of the manager in accordance with this contract subject to the direction of the company and shall promptly obey all rules, regulations, and orders of the company as may be issued from time to time.

   B. Sales of Merchandise. The manager shall be in charge of the store, its stock and fixtures and shall supervise the sale of all merchandise at prices which are to be fixed by the company. The sales may be made for cash or for credit. Upon the making of any sale, the manager shall cause to be made a record of the sale on the forms which are to be supplied by the company.

   C. Accounts. The manager shall keep or cause to be kept all such books of account or other books as the company shall provide for that purpose, and shall enter and cause to be entered therein the usual accounts or particulars of all goods of things bought and received and sold or delivered, upon credit or otherwise, in the course of said business. The manager shall also render to the company accurate accounts and full statements of and concerning said business. The books shall at all times be open to the company for inspection.

   D. Special Instructions. All monies received, except such sum as shall be required to be retained as petty cash, shall be deposited to the
account of the company in the ___ bank, if possible on the day of receipt, and every payment in excess of $___ shall be made by check drawn on such account. The manager shall not draw, accept, or make any bill of exchange or promissory note on behalf of the company, or otherwise pledge the credit of the company except as authorized in advance by the company.

E. Merchandise. All merchandise received, transferred to any other store, or returned to the manufacturer shall be reported daily to the company on special merchandise report forms. Any allowances made to customers shall be reported to the company along with the receipt for same having been signed by the customer.

F. Inventories. The manager shall take inventory of the stock on hand in the store as and when required by the company.

G. Security for the Store. The manager shall be responsible for the operations of the store and for the retention of any keys to the store. Unless specifically authorized by the company, the manager shall not permit any employee of the store to carry keys for the store or to have access to the store except during the usual business hours with the manager present.

4. Compensation. The company shall pay the manager the sum of $___ per ___ as salary in accordance with this contract. The payments will be made on the ___ day of each ____. The company shall also pay the manager a commission of ___% of the net profits of the business managed by the manager, such commission to be paid on an estimated basis every ____ with the final adjustment made at the end of the year after the net profits of the business have been certified to by the accountants employed by the company, whose certificate as to the amount of such net profits shall be conclusive.

5. Power to Bind Company. The manager's authority to obligate the company on any contract or agreement of any kind, character or nature is limited to those contracts or obligations in which the company's financial obligation does not exceed the sum of $______ and the manager shall have no authority to borrow funds for the company or to pledge any of its assets for any purpose whatsoever. Likewise the manager shall not bring any legal proceedings on behalf of the company without the written consent of the company.

6. No Other Employment. The manager is required to refrain from acting in any other work capacity or employments without having first obtained the written consent of the company. It is the company's intention that the manager devote all of the manager's work efforts toward the fulfillment of the manager's obligations under this contract.

7. Manager Not to Compete With Company. [See Section 15.103].

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8. Manager Not to Disclose Confidential Information. [See Section 15.101].

9. Termination of Employment. The first 60 days of employment represents a probationary period during which this contract may be terminated by either party at any time. Following this probationary period, the employment of the manager with the company may be terminated at any time by the company or by the manager upon thirty days written notice to the company or manager as the case may be. However, the company may terminate the employment hereunder immediately if necessary in the best judgment of the company in order to protect its business or its good name.

10. Signatures.

A. In witness whereof, the undersigned has executed this contract the date and year first above written.

Attest:
[Name of Company]

__________________________  By _______________________
Secretary  President

Witness:

__________________________  [Name of Witness]  Employee

B. Both the manager and the company agree to the above.

Witness or Attested by:

__________________________


§ 15.22 Contract Between Company and Manager of Shoe Department

Agreement entered into this _____ day of _____ 19__, between _____, herein called the Company, and _____, herein called the Manager.

Whereas, the Company proposes to equip part of the premises located at _____ Street, _____, for the operation of a women's and girls' retail shoe department, providing therein adequate furniture and fixtures and an inventory of shoes; and

Whereas, the Manager is desirous of securing employment as manager of said retail shoe department upon the terms and conditions hereinafter set forth:

Now, therefore, it is agreed as follows:
1. Employment. The Company employs the Manager as manager of its retail shoe department at a salary of $______ per week. The Manager shall devote his entire time to such employment.

2. Profit Sharing Arrangement. In addition to the salary specified in paragraph 1, the Manager desires to secure participation in the net profits or losses of the said retail shoe department, and for that purpose has this day paid to the Company the sum of $______ dollars (______) in cash, the receipt thereof being hereby acknowledged. It is agreed that the Manager's participation in the profits or losses of said venture shall be _____% of the net profits as hereafter defined and _____% of the losses; but until the Manager's credit to Bonus Account hereinafter mentioned shall equal _____% of the average net capital employed in the business, the Manager shall be credited in Bonus Account merely and shall not be at liberty to withdraw or receive any part thereof. The average capital employed in the business shall be ascertained by averaging the physical inventory (including merchandise and other property used in the business) at cost, found to be on hand at time of the monthly inventories hereinafter provided for. Upon termination or cancellation of this agreement, the amount then credited to Bonus Account shall be returned to the Manager. At the end of each fiscal year there shall be credited to the Manager, interest at the rate of _____% per annum upon the amount of credit to Bonus Account. The Manager's participation in losses shall be for the purpose of adjusting Bonus Account only and shall not involve personal responsibility for debts of the venture.

3. Bonus Account. There is hereby created an account in the Company's account system to be called "Bonus Account". This account shall be credited with the $______ dollars (______) provided by paragraph 2, and the Manager's share of the profits and losses of the retail shoe department shall be credited or charged thereto, as the case may be. All moneys credited to Bonus Account shall be available to the Company for use in its business without restriction, and according to his own judgment.

4. Manager's Bonus. When the credit balance in Bonus Account shall equal _____% of the average capital investment in the business, determined as specified under paragraph 2, plus interest thereon at the rate of _____% per annum, thereafter, during the life of this agreement or subsequent renewals thereof, while such balance is maintained, the Manager's bonus for each fiscal year thereafter shall be paid to him in cash after the close of the accounts for the fiscal year.

5. Net Profits. In determining net operating results from the operation of said retail shoe department, the following formula shall be applied:

(a) From net sales of the department during the fiscal year, there shall be deducted the cost of sales as determined under accepted principles of accounting.
(b) From the resulting gross profit there shall be deducted all
direct expenses attributable to the operation of the department, includ-
ing a fixed charge as rental of the premises, equal to _____% of all
cash sales and _____% of all charge sales, said percentages to be
figured upon the basis of gross sales less returns and allowances. This
charge shall be considered not only as rent, but in lieu of the actual cost
of heat, light, janitor service, wrapping paper, window trimming and
delivery service.

(c) The Manager’s salary specified under paragraph 1, shall be
deducted as an expense in arriving at the net profits, but the Manager’s
bonus as computed hereunder shall not be so considered.

(d) The remaining items of overhead expense, such as taxes and
licenses, insurance, salaries, advertising, etc., shall be charged directly
against the retail shoe department where the expenditure belongs
exclusively thereto; where the nature of the expenditure is such that
benefits are received by other departments of the Company’s business, a
reasonable apportionment shall be made thereof, as between depart­
ments, according to the value received by each of them.

(e) There shall be also considered as an expense simple interest at
the rate of _____% per annum, computed upon the average capital
employed in the department, as determined under paragraph 2 hereof.

6. Duties of Manager. The duties of the Manager shall be such
as are assigned to him by the Company. Initially there shall be
included among his duties and authority the selection of a stock of
merchandise for this venture; schedule of purchases to be submitted
and subject to advance approval by the Company and copies of proposed
orders shall be submitted to the Company to be passed upon and
approved. Selections for current replacements for stock and purchases
for new season requirements shall likewise be made by the Manager
subject to prior approval by and submission of orders to the Company,
in the same manner as is above provided for the initial stock. The
Manager shall also keep a perpetual inventory of merchandise on hand
and take a monthly physical inventory. The Manager likewise shall
have full authority to employ and discharge employees of the business,
subject to approval of the Company. The Manager will refer all
disputed claims, not allowed by him for adjustments or returns on
complaints, to the Company. The duties and authority hereby con­
ferred are subject to change at the pleasure of the Company.

7. Other Merchandise. The Company may place hose, purses
and other merchandise in said department, but the Manager shall
participate in profit from only the sales of women’s and girls’ shoes.

8. Location. The Company reserves the right to alter its prem­
ises as it sees fit, and to remove its said retail shoe department to any
location it may wish.
9. Nonassignability. This agreement is purely personal to the Manager and he shall have no right to assign, transfer, pledge or otherwise affect any interest thereunder nor any of the monies credited to Bonus Account or to become due to him by reason of the terms hereof.

10. Employees' Discount. The Manager recognizes that the Company maintains a policy of permitting employees and others to purchase at a discount of ____% on regular retail price. The Manager agrees that such policy as it presently exists or as it may be modified hereafter shall be applicable to the business conducted under this agreement as well as to other business of the Company. In like manner, the Company agrees that there shall be no discrimination in respect to the right to make purchases at a discount as against employees in the retail shoe department herein referred to and that such employees shall be accorded the same rights and privileges with reference to purchases in the Company's business generally as other employees of the Company are permitted.

11. Term. This agreement shall become effective _____, 19___, and shall terminate one year thereafter, provided that it may be extended from year to year thereafter by mutual consent, given in writing within thirty days of the expiration date hereof.

Witness our hands this _____ day of _____, 19___.

[Signatures]

§ 15.23 Contract Between Newspaper Publisher and Editor

This contract dated _____ 19__ is made

BETWEEN

whose address is referred to as the "Company",

AND

whose address is referred to as the "Editor."

1. Employment. The company will employ the editor, and the editor will serve the company as editor of the newspaper known as _____ in accordance with the terms and conditions of this contract. The term of employment shall begin _____ 19__ and extend to _____ 19___, and be extended automatically for successive periods of one year each upon the same terms and conditions set forth in this contract unless this contract is terminated by either party as herein provided.

2. Compensation. The company shall pay the editor as compensation for such services the yearly salary of $_______ by equal monthly payments on the last day of each calendar month, the first payment to
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be made on the _____ day of _____ and to be proportionate to the actual period of service up to that date.

3. Conduct. The editor shall obey and comply with all lawful orders and directions given to him from time to time by the company, and shall use his best endeavors to promote and maintain the success and reputation of the newspaper and the interests of the company.

4. Duties. Subject as aforesaid, the editor shall during his employment hereunder:

(a) Control Newspaper. Be generally responsible for and have the control of the production of the newspaper, with full power to invite, accept or reject any contribution on any subject, and to agree as to the amount or rate of payment for any such contribution or series of contributions.

(b) Engage and Dismiss Staff. Have full power to engage such persons as he may think fit as subeditors, leader writers, reporters, correspondents, and otherwise, and to agree with such persons as to the rate of remuneration for their services, and to determine such employment at his discretion.

(c) Maintain Present Principles. Conduct the newspaper in accordance with the principles upon which the same is now conducted, or as near thereto as circumstances shall permit.

(d) Obtain Accurate Information. Endeavor so far as he can to obtain accurate and authentic information upon all matters and questions dealt with in the newspaper.

(e) Prevent Insertion of Actionable Matter. Take all reasonable precautions to prevent the insertion in any issue of the newspaper of any libelous, blasphemous or immoral matter or advertisements, or of any contribution or matter infringing the copyright of any other person.

(f) Furnish Information as to Staff. Furnish the manager of the company for the time being of the newspaper with such information as he may require as to the persons engaged or employed by him for the purposes aforesaid, and the amounts of the salaries or remuneration agreed to be paid to them, respectively, or otherwise payable in respect of any contribution or service accepted or authorized by him under this clause.

(g) Refuse to Divulge Identity of Contributors. Not divulge, save as aforesaid, the authorship of any unsigned article or contribution, or the source of any information appearing in the newspaper without the consent of the person or persons contributing or supplying the same, except to any person lawfully authorized to demand the same.

(h) Not to Edit Any Other Newspaper. Not at any time to edit or assist in editing any newspaper or periodical other than the newspaper, and not contribute any article, letter or matter, nor promote or carry
on, or be engaged or interested directly or indirectly in the promotion or carrying on, of any (daily) newspaper other than this newspaper.

5. **Indemnification.** The company will pay all sums properly agreed by the editor to be paid in respect of salaries and remuneration under clause 4 hereof, and will at all times keep the editor indemnified against the same, and against all sums, whether by way of damages, costs or expenses, necessarily or reasonably paid or incurred by the editor in or in connection with any action, proceeding, claim or demand instituted or made against him as such editor; provided that the same shall not be caused or occasioned by the neglect of the editor to observe and comply with the terms of this agreement.

6. **Termination of Employment.** The employment of the editor may be terminated at any time (during the said period of _____ years) by either party giving to the other _____ calendar months' notice in writing of its or his intention to terminate the same, or by the company upon its paying to the editor a sum equal to _____ months' salary at the rate aforesaid in lieu of such notice.

7. **Restrictive Covenant.** The editor shall not, at any time after the determination of his employment hereunder, divulge to any person any information or fact relating to the conduct and management of the newspaper, or to the business of the proprietor, which shall have come to the knowledge of the editor in the course of his employment, and the disclosure of which would be calculated to cause damage or loss to the newspaper or the company.

8. **Arbitration.** Every dispute which may arise between the parties hereto with reference to this agreement, or the construction thereof, or any matter contained in or arising out of this agreement, shall be referred to two arbitrators, to be appointed by the parties hereto, respectively, or their umpire.

9. **Benefits.**

A. **Holidays**

1. The editor will be entitled to _____ paid holidays each year plus _____ personal days. The company will notify the editor as much in advance as practical with respect to the holiday schedule. The holidays which are generally observed by the company are as follows: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day. Additional holidays may be allowed in connection with holidays which fall on weekends.

2. The personal holidays are to be scheduled in advance to the mutual convenience of the editor and the company. Such holidays must be taken during the calendar year and cannot be carried forward into the next year.
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3. The editor will not be entitled to any personal holidays unless the editor has been employed for a period of _____ during the calendar year. If the editor has been employed for less than the required time, the company may, in its own discretion, allow the editor a reduced number of personal days.

B. **Vacations.** The editor shall be entitled to _____ days vacation each year after an initial period of _____ days of employment with the company.

C. **Sick Leave.** The editor shall be allowed _____ sick days per year. Sick days are not cumulative and may not be carried from year to year.

D. **Emergency Leave.** If a member of the editor’s immediate family dies or becomes critically ill, the editor will be allowed up to three days of leave with pay. Additional time may be granted, without pay, upon approval of the company.

E. **Medical and Dental Benefits.**

(First Alternative) The company agrees to include the editor in the following medical and dental benefit plans: The editor should refer to the plans for additional information with respect to coverage and handling of claims.

(Second Alternative) The editor shall be allowed to participate in any group insurance plan of the company, without cost to the editor.

F. **Pension and Profit Sharing.** The editor shall be entitled to participate in any pension or profit sharing plan, or other type of plan adopted by the company for the benefit of its officers.

10. **Signatures.**

A. Both the Editor and the Company agree to the above.

Witnessed or Attested by:

§ 15.24 Contract of Employment Between Dance Studio and Instructor

Agreement, made as of this _____ day of _____, 19___, by and between _____ Dance Studio of _____, hereinafter referred to as the “Employer,” and _____, hereinafter referred to as the “Employee.”

Whereas, the Employer conducts an _____ dancing school which is associated with other dancing schools and studios in various other places; and

Whereas, _____, Inc. and its predecessors have expended and expect to continue to expend large sums of money to develop methods of
teaching dancing and procuring patronage and prestige for the ______ Method and Schools, and have developed and established methods of instruction known as the ______ Methods of Instruction in Dancing, which, it is agreed, are distinctive and unique, and they have as a consequence attained a nationwide reputation for conducting and supervising dancing schools of the highest character; and

Whereas, the Employee is presently entirely unacquainted with said ______ Method or any method of teaching dancing and desires to be instructed so that Employee can enter the employ of the Employer as a dancing instructor, or at option of the Employer, in other capacities; and

Whereas, the Employer is willing to train and instruct the Employee in methods of teaching dancing and to disclose to the Employee the confidential trade secrets and other information of the ______ Method as to methods, names of pupils, etc., which Employer has been permitted to acquire and use, but only upon condition that such trade secrets shall be held confidential and shall not be abused, revealed to competitors of Employer or ______, Inc., or the holders of ______ franchises, or used by the Employee for his or her own benefit or in competition with Employer or any other ______ Studio, which training and instruction is of an agreed value in excess of ______ dollars;

Now, therefore, the Employer and the Employee agree as follows:

1. Employment. The Employer hereby employs the Employee as a dancing instructor, supervisor or interviewer, at the option of Employer, for a period of one month from the date that Employee completes the course of instruction hereinafter mentioned to the satisfaction of Employer of which fact Employer shall be sole judge and the Employee agrees to serve in such capacities and observe the rules and regulations of the Employer as promulgated from time to time.

2. Compensation. The Employer will pay to the Employee, who will accept in full payment for all services, the following:

(a) Per hour of actual instruction given by Employee to pupils assigned to Employee by Employer, not less than $_______ nor more than $_______, according to the rating of the Employee.

(b) Commissions on renewal courses which shall be not less than ______% nor more than ______%, according to the rating of the Employee. Renewal courses shall be those taken by pupils immediately following another course. Commission thereon shall be paid to the Employee only for tuition payments made by pupil while Employee is actually employed by Employer.

(c) Commissions of not less than ______% nor more than ______%, according to the rating of the Employee, for supervising and interviewing.

(d) For instructing or other services at hotels where branch studios are or may be established, the Employer will pay the Employee com-
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Pension at the rate paid at such branch studio or pursuant to arrangements made with the hotels in which they are located.

(e) The Employer will establish rating schedules in which it will assign ratings to Employees and establish a schedule of compensation for each group in such rating schedule (within the limits hereinbefore set forth). The Employer shall determine the rating to be given to each Employee, and may change such rating from time to time.

3. Duties of Employee. The Employee shall render services on an hourly basis on the afternoon and night shifts or the morning and afternoon shifts or at such times of day and on such days as Employee may be directed by the Employer, but there shall be no fixed minimum or other provision with regard to the total number of hours that the Employee shall be actively employed.

4. Training Course. The Employer will make available to the Employee a course of training in dance instruction in order to fit the trainee to teach dancing according to the unique Methods. During and after such course of training, there will be disclosed to Employee trade secrets and information not only as to the Methods but the names of pupils and patrons of the Employer, and Employee will have occasion at the behest of the Employer, to meet such pupils and patrons. (Proprietors, managers and employees of hotels, resorts, ships or establishments of any kind at which the Employer has branch studios or at which Employer arranges to give instruction or exhibitions shall, among others, be considered patrons of the Employer.)

5. Covenant Not to Compete. The Employee agrees, during his or her employment, that he or she will not directly or indirectly be or become engaged in business as a dancing instructor or teacher, accept employment in any capacity whatsoever in any dancing studio, dance for hire or compensation in any manner, give exhibitions, instruction or lectures in dancing in any form whatsoever, directly or indirectly solicit business in any manner relating to dancing or dancing lessons or instructions from anyone or have any dealings, contract or relationships in respect to dancing with any person, except for, on behalf of, or at the direction of the Employer. The Employee agrees that it would be impossible after having received the training afforded by Employer, not to teach dancing without using some or all of the trade secrets and information imparted to Employee by Employer or without disclosing some or all of the trade secrets and accordingly it is agreed that upon the termination of Employee's employment for any cause, and for a period of two years thereafter, Employee will not, in any county which adjoins a county where an Dance Studio is operated or within a radius of 25 miles of any Dance Studio, accept employment in any manner relating to dancing, dancing engagements or exhibitions, dancing lessons or instructions, or lectures in dancing in any form whatsoever. Employee further agrees not to be or
become engaged directly or indirectly in any business relating to
dancing at any hotel, resort, ship or establishments of any kind at
which there is an "______ Studio" during the Employee's employment
or during such two year period thereafter, nor solicit business for
himself or herself or any other business in any manner relating to
dancing, from any of the Employer's pupils or patrons or from any
other persons who had, at any time, been pupils or patrons or from
persons whose names have been furnished to the Employee by the
Employer, not directly or indirectly engage in teaching dancing to any
person. The Employee agrees never, at any time after the termination
of his or her employment, to hold himself or herself out or advertise
himself or herself for business purposes, as having formerly been
connected with ______ or any ______ Dancing School or Studio nor
in any way use or capitalize the name of or Employee's connection with
or employment by the ______ System.

6. Use of Employee's Name and Photograph. The Employer
may photograph the Employee; and the Employer and ______, Inc.
may forever use his or her name and photographs in connection with
______ advertising and publicity whether it be directly or indirectly.

7. Promissory Note in Payment for Training Course. The
Employee agrees to pay to the Employer the sum of $_______, to
partially compensate the Employer for the cost of the courses of
training to be given to him or her at the cost and expense of the
Employer, and not by way of satisfaction of any claim for damages for
breach of this contract, and does herewith deliver to the Employer a
promissory note in the sum of $_______ to evidence such indebtedness.

If the Employee within a period of two years after the termination
of his or her employment, for any cause, shall make use of said training
and shall either become engaged directly or indirectly in business as a
dancing instructor or teacher, or accept employment in any manner
relating to dancing, not in violation of the provisions of this agreement,
said note of $_______ in payment for training given the Employee by
the Employer shall be payable upon demand without further liability
on the part of the Employee.

If the Employee, for a period of two years after the termination of
his or her employment, observes all of the restrictions and other
provisions hereof, then and in such event the Employer will at the end
of such two year period, cancel and discharge said note.

The Employer will not demand payment of the said note during the
period of the Employee's employment nor during the said period of two
years thereafter except as aforesaid so long as the Employee continues
to observe such restrictions, but if in the opinion of Employer such
restrictions are not observed, said note shall be due and payable on
demand.
8. Injunction. The parties hereto, recognizing that irreparable injury to the trade secrets of Employer and ______, Inc. will inevitably occur in event of a breach of the terms of this contract on the part of the Employee, and result in irreparable damage to Employer and the ______ System, agree that in such event the Employer or ______, Inc. shall be entitled, in addition to any other remedies and damages available and without proof of monetary or immediate damage, to an injunction to restrain the violation hereof by the Employee, and all persons acting for or with him or her.

9. Renewal. This contract shall be automatically renewed at the expiration of the term hereof for additional weekly periods, from week to week, unless and until terminated by notice in writing from one party to the other and shall govern the relationship between Employer and Employee as long as Employee remains in the employ of Employer.

10. Arbitration. Any controversy or claim arising out of, or relating to, this contract or the breach thereof, shall be settled by arbitration, in accordance with the Rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

11. Successors. This agreement shall enure to the benefit of any successor or assignee of the Employer and to ______, Inc. and its successors and assigns.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first written.

_____ Dance Studio of

By

Employer

Employee

§ 15.25 Employment of Private Tutor

An agreement, made the ____ day of _____, 19__, between ______, of _____ (hereinafter called the Parent), and ______, of _____ (hereinafter called the Tutor), whereby it is agreed as follows:

1. Employment. The Parent engages the Tutor as private tutor to travel with his son ______ (hereinafter called the Pupil) in Europe, and to instruct the Pupil in such subjects as shall be usual or proper for a boy of his age and station [or as he shall think desirable for the purpose of preparing the Pupil for the college board entrance examinations] for a period of _____ from the _____ day of _____, 19__, and during such period to have the general management and control of the Pupil.
2. Necessaries. The Tutor shall purchase for the Pupil such books and materials as may be necessaries, as may be required.

3. Instruction. The Tutor shall use his own discretion as to the subjects and times of instruction, but so that the Pupil shall receive on an average about ______ hours daily.

4. Expenditures. The Tutor shall expend such reasonable sums as he may, in his discretion, think fit for the personal wants of the Pupil, and in taking the Pupil to such places of entertainment, and providing him with such amusements and recreations as he may think desirable and suitable for the Pupil.

5. Itinerary. The Tutor and the Pupil shall stay in such towns or places and for such periods as the Tutor with the Parent’s sanction may choose, and, subject to any direction given to him by the Parent, the Tutor may select the hotel or other lodging in which he and the Pupil shall reside.

6. Accounts. The Tutor shall keep an account of all payments and expenses properly made or incurred by him during the said period, and shall at the end of each month forward such account to the Parent [or and shall render such account to the Parent upon his return to ______].

7. Settlement of Accounts. The Parent will hand to the Tutor a sum of $______ before the Tutor and the Pupil leave ______ in respect of the first month’s expenses, and shall at the beginning of each month send to the Tutor further sums to cover such expenses as aforesaid, and upon the return of the Tutor shall pay to or receive from the Tutor such sum as shall be payable by either on a balance of account [or upon his return to ______ the Tutor shall repay to the Parent any balance of the said sum of $______ which he shall not have expended, or shall be reimbursed by the Parent any expenses in excess of the said sum of $______ which he may have properly incurred].

8. Compensation. The Parent will pay the Tutor the sum of $______ as compensation for such services, as follows: $______ upon his leaving $______, and the balance upon his return.

[Signatures]

§ 15.26 Employment Contract—Care of Invalid—Occupancy of Housing Accommodations as Incident of Employment

This agreement, made this ______ day of ______, 19____, between ______, hereinafter referred to as the employer, and ______ and ______, his wife, hereinafter referred to as the employees, witnesseth:

1. Employment. In consideration of the individual and mutual promises and agreements herein contained, the employer hires and
employs the employees, and the employees agree to work for and enter the service of the employer, under the following terms hereby agreed upon.

2. Nature of Employment. The employees are hereby engaged to work for the employer in the capacity of domestic servants and caretakers.

3. Place of Employment. The place where the work is to be done and the services rendered is the dwelling house and appurtenant grounds at No. ______ Street, ______, Florida.

4. Term of Employment. The employees shall enter into the service of the employer and commence their work hereunder on the ______ day of ______, 19___, and the employment shall continue until terminated as hereinafter provided.

5. Duties of Employment. Mr. ______, employee, agrees during the continuance of this employment to mow the lawn and care for the shrubs and trees and to clean the sidewalks and driveways so that the premises will be in a clean and neat condition and so that all laws concerning the keeping of grounds and sidewalks will be complied with, and also to assist Mrs. ______, employee, in the performance and discharge of her duties as specified herein, and to devote such portion of his time, skill, labor, and attention as is reasonably necessary to perform said services.

Mrs. ______, employee, agrees during the continuance of this employment to clean and care for the employer's dwelling house, furniture, and furnishings, to purchase food and make other expenditures for the employer subject to the limitations set forth in Par. 6(c) herein, to prepare and cook said food for the employer, and to do such practical nursing for the employer as he may desire, and to devote her entire time, skill, labor, and attention to performing said services.

6. Compensation. The employer agrees during the continuance of this employment as follows:

(a) To pay to the employees, as all of their compensation, the sum of ______ Dollars ($_______) per week, payable at the end of each week, allocated $_______ for the services of Mr. ______, employee, and $_______ for the services of Mrs. ______, employee.

(b) To furnish to the employees suitable dwelling space in the said dwelling house, to be occupied by the employees, as herein specified, in the necessary performance of their services hereunder; said dwelling space shall be designated by the employer, and may be diminished, enlarged, or changed from time to time as suits employer's desires and convenience, and the employer shall be the sole judge of such desires and convenience.

(c) To furnish to Mrs. ______, employee, the sum of $_______ per day, which sum said employee shall expend in the purchase, for cash, of food for said employer. Any portion or portions of the said sum of
§15.26 per day, in this paragraph mentioned, which is or are unexpended for food by the said employee, shall be held and expended by said employee in such manner and for such purposes as the employer shall direct. Said employees, or either of them, are not and shall not be regarded as agents or as an agent of the employer to purchase food or other goods or services for him on his credit, or to purchase food or other goods or services for him for cash except as provided above in this paragraph.

(d) [A food allowance for the employees may be provided here if desired.]

7. Termination of Employment. This employment shall terminate as to all parties in any of the following events:

(a) On ________, 19__, if not sooner terminated.

(b) The death or total incapacity of any party hereto. In case of the sickness of the employees, or either of them, or other cause incapacitating them or either of them from performing their, or either of their duties, for two consecutive weeks, the employer may forthwith terminate this employment without notice upon payment to the employees, or to either of them, of the sum of $_______, in addition to any accrued compensation.

(c) By the employer giving to the employees, or either of them, thirty days' written notice of intention to terminate. The employer shall be the sole judge of his reasons for terminating the employment.

(d) By the employees, or either of them, giving to the employer ten days' written notice of intention to terminate. The employees, or either of them, shall be the sole judges or judge of their, his, or her reasons for terminating the employment.

(e) A written notice addressed to any party or parties hereto, at said place of employment, No. _______ _______ Street, _______, Florida, and sent by certified or registered mail at the United States Post Office, _______, Florida, shall be conclusively deemed to have been received by said party or parties on the day following mailing, which day following mailing shall constitute the first day of the thirty and ten day periods hereinabove mentioned, respectively.

8. Vacation of Premises Upon Termination of Employment. The employees agree, and each of them agrees, to remove from the premises all personal property and personal effects brought by them or either of them upon the premises and to peaceably quit said dwelling space in the dwelling house hereinbefore mentioned at the termination of employment, whenever and however terminated.

9. Communicable Disease. [If the employer has a communicable disease, add the following as Par. 9.] It is understood by the parties hereto that the employer is suffering from ________, and the employees and each of them, agree that neither of the employees, his, her or their heirs, executors, and administrators, will at any time assert any claim
whatsoever against the employer, his heirs, executors, and administrators, based upon the employees, or either of them, having contracted ______ from the employer, but the employees and each of them assumes all risk incident thereto.

10. **No Assignment of Contract.** This agreement is personal to the parties hereto, and neither this agreement nor any rights, privileges, or duties rising therefrom may be assigned, transferred, or delegated.

11. **Dwelling Accommodations Incidental to Employment.** This agreement is a contract of employment for service employees, under which the dwelling space to be occupied by the employees, who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part, is incidental to the said employment.

12. **Entire Agreement.** This agreement constitutes and expresses the whole agreement of the parties hereto with respect to any employment of the employees or either of them, by the employer, and with respect to any of the matters or things herein provided for, or hereinbefore discussed or mentioned with respect to such employment, all promises, representations, and understandings relative thereto being herein merged. This agreement may be changed, amended, or modified only by written agreement endorsed hereon and signed by the parties hereto.

13. **Signatures.** In Witness Whereof, the parties hereto have hereunto set their hands, on the day and year first above written.

__________________________
Employer

__________________________
Employees

**COMMENT**

This form attempts to make it clear that the employee does not have possession as a tenant, but that the employee is occupying dwelling space as an incident of his employment.

The above form should be adapted to meet the needs and desires of the particular persons involved in such an employer-employee relationship. The relationship is particularly personal and individual.
Ch. 15

EMPLOYMENT AGREEMENTS § 15.27

AND whose address is

referred to as the "Camp Director."

1. Employment. The corporation hereby employs the camp director to act as the camp director of the following camp:

hereinafter referred to as the "Camp."

2. Duties of Director. The camp director shall be responsible for the complete and full control of the administration, management and operation of the camp. The duties of the director will include but will not be limited to the following specific duties:

a. the hiring, supervision and discharge of all staff personnel
b. the management of all camp programs
c. full management and control of all camp functions including food service operations
d. supervision and control of all campers and camp personnel
e. supervision of all activities, facilities and functions as required for the proper operation of the camp in accordance with the instructions of the corporation

3. No Other Employment. The camp director is required to refrain from acting in any other work capacity or employments without having first obtained the written consent of the corporation during the period of time in which the camp is in session. During that time, the camp director will reside at the camp and be provided with a residence free of charge (for the camp director and his family). It is the corporation's intention that the camp director devote all of his or her time during that period towards the fulfillment of the camp director's obligations under this contract. The camp director will conduct his or her activities and endeavors in such a manner as to maintain, promote and advance the good will and reputation of the camp.

4. Compensation. The corporation agrees to compensate the camp director as follows:

a. the camp director will be paid a salary of $________ for each camp season, the payment of which will be made in installments on a weekly basis throughout the camp season.
b. a bonus of ______% of the total charges paid by all campers during the camping season.
c. reimbursement of all expenses relating to camp business.

5. Camping Season. This contract is effective immediately and will remain in effect until the end of the camping season unless terminated by the parties hereto. The major obligations of the camp
§ 15.27 EMPLOYMENT AGREEMENTS

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15.27 EMPLOYMENT AGREEMENTS

The camping season will begin on ___ 19_ and will end on ___ 19_.

6. Signatures. Both the camp director and the corporation agree to the terms and conditions of this contract.

Corporation

Camp Director

§ 15.28 Contract With Sales Employee

This contract dated ___ 19_, is made

BETWEEN

whose address is referred to as the "Company",

AND

whose address is referred to as the "Employee."

1. Employment.

(First Alternative) The Company hereby employs the Employee as a sales representative and the Employee hereby accepts such employment.

(Second Alternative) The Company hereby employs the Employee as a sales person. The Employee hereby agrees to accept such terms and conditions of employment as set forth in this contract.

(Third Alternative) The Company will employ the Employee and the Employee will serve the Company as a traveling salesperson in the Company's business of ______, subject to termination as provided in this contract.

2. Territory.

(First Alternative) The Employee will serve as a sales representative for a sales territory consisting of ______.

(Second Alternative) The Employee shall assume and perform the assigned duties and responsibilities in the territory which is described in the schedule and rider attached hereto and signed at the time of this contract. This territory may be changed at any time and from time to time by the execution of supplementary contracts.

(Third Alternative) The Company hereby agrees that the Employee shall have the right to represent the Company as exclusive sales representative in the territory described as follows: ________
The Employee shall have the exclusive right to take orders in the above territory for all [describe products] manufactured or sold by the Company.

3. Term of Employment.

The term of employment shall begin ______ 19__ and extend to ______ 19__, and automatically extended for successive periods of one year each upon the same terms and conditions set forth in this contract unless this contract is terminated by either party as herein provided.

4. Duties of Employee.

(First Alternative) The Employee shall devote his or her full-time attention to the sale of our products, and to perform such incidental and further services as from time-to-time the Employee may be called upon to perform in connection with the servicing of the Company's accounts.

(Second Alternative) The Company agrees to employ or continue to employ the Employee as the case may be, to perform services and solicit orders for products, systems and services as the Company may from time-to-time assign the Employee. The Employee agrees to devote his or her full-time and effort towards performance of the duties and responsibilities assigned to the Employee and these duties and responsibilities may be changed at any time by the Company. The Employee also agrees to refrain from engaging directly or indirectly in any activity or business transaction for himself or herself or for any other person, corporation or subsidiary, directly or indirectly and whether or not renumeration is involved, contingent or otherwise, which in any way competes with any operation of the Company or which may result in a conflict of interest or otherwise adversely affects the proper discharge of the duties of the Employee and the Employee's responsibilities to the Company. The Employee shall also not become interested in, directly or indirectly, in any regard including management operation or other connection with any business which sells or does business with the company or its subsidiaries. Such duties and responsibilities shall be performed in accordance with the Company's rules, regulations and instructions now in force or which may be in force or adopted by the Company at a later time.

(Third Alternative) The Employee shall diligently and faithfully serve the Company in the capacity noted above, and will devote all of his or her time or energies to such service. The Employee will, at all times, obey the directions of the Company in regard to such service, and shall keep accurate accounts of all orders received by the Employee and of all transactions undertaken by the Employee in connection with said business. The Employee will also forward to the Company a daily statement of all business done by the Employee each day specifying the customers and other persons on whom the Employee has called and the orders received by the Employee.
§ 15.28 EMPLOYMENT AGREEMENTS Ch. 15

(Fourth Alternative) The Employee agrees to represent the products of the Company properly and to devote such time as is necessary to cover the market properly in the territory noted above. The Employee further agrees not to represent or sell competitive products. The Employee shall also not become interested in, directly or indirectly, in any regard including management operation or other connection with any business which sells or does business with the company or its subsidiaries.

5. Compensation—Salary and Bonus.

(First Alternative) As compensation for services, the Company shall pay the Employee a salary of $______ annually, payable in fifty-two equal installments of $.______, and a bonus arrangement based on the Attached Schedule A, which the Company may change from time-to-time in writing. The Company shall also provide the Employee with such other benefits as the Company generally provides to its representatives.

(Second Alternative) The Company shall provide the Employee the salary, bonus and or commission, or other form or type of compensation as may from time-to-time be established, altered, increased or decreased by the Company. If the Employee is entitled to receive any bonus and or commission, an account will be established to record all transactions between the Company and the Employee. Unless otherwise specified, any debit balance of the account shall not be considered an account receivable of the Company but shall nevertheless be carried forward on all subsequent net earnings determinations, until the account shall be settled at the terms and under the conditions as provided from time-to-time by the Company.


(First Alternative) The Company will pay the Employee a commission of ______% on all sales during the term of employment made to customers in the territory, by the Employee. Such commissions shall be calculated on the net amount of sales, after deducting returns, allowances, freight charges, discounts, bad debts, and similar items, and shall be deemed to be errant and payable only as and when orders have been shipped and actually paid for by the customers. The prepayment of commissions shall not be deemed to be a waiver by the Company of any of the foregoing provisions, and in all cases in which commissions have been paid in advance of payment by the customer, or where returns or allowances are subsequently made, such appropriate adjustment shall be made as necessary to the account of the Employee.

(Second Alternative) The Company will pay the Employee a commission at the rate of ______% on all orders the Employee obtains for the Company, whether or not such orders are taken directly by the Employee or sent to the Company directly by the customers or given to
the Company by the customers in person. The commission shall be payable [monthly] on the [days of payment].

(Third Alternative) The Company shall pay the Employee a salary of $_______ per year payable in equal monthly installments on the ________ day of each month. The Company shall also pay the Employee a commission, on the monies actually received by the Company in respect to all orders obtained by the Employee from new customers of ________% and a commission on all other orders obtained by the Employee of ________%. The Company shall have full discretion as to accepting any orders obtained by the Employee. The Company shall also pay the Employee for the Employee’s reasonable expenses of traveling, board and lodging, postage and other expenses reasonably incurred by the Employee in performance of the Employee’s obligations under this contract.

7. Commissions Upon Termination.

If this contract is terminated, all compensation, additional compensation and other benefits shall accrue and be paid to the Employee to the date of the termination. Payments will be made with respect to each item of compensation or benefit as soon as the amount due is determined, except that in the event the termination is due to the Employee’s misconduct, the Company shall have the right to withhold any and all monies due to the Employee and shall apply same as an offset against any monies due to the Company from the Employee as a result of the Employee’s misconduct.


The Employee shall be entitled to receive and the Company agrees to pay the Employee a drawing account of $_______ per week, which sum shall be applied against and deducted from the commissions then or thereafter due an Employee.


(First Alternative) The Employee shall personally defray all traveling and other expenses incurred by the Employee in connection with this employment.

(Second Alternative) The Company shall pay the Employee for the Employee’s reasonable expenses of traveling, board and lodging, postage and other expenses reasonably incurred by the Employee in or about the business of the Company.

(Third Alternative) The Company agrees to assume all expenses incurred by the Employee in the performance of the Employee’s duties under this contract.

(Fourth Alternative) During the term of this contract and any extension thereof, the Company will pay the Employee for all reasonable and necessary expenses incurred by the Employee in the furtherance of or in connection with the business of the Company, including,
but not by way of limitation, all traveling and entertainment expenses. Expenses which exceed $______ shall require the advance written approval of the Company. In order to obtain reimbursement, the Employee shall submit to the Company an itemized statement of such expenses along with copies of bills and receipts. Further explanations may be required of the Employee. Payments will be made within ______ days after receipt of all necessary documentation.

(Fifth Alternative) Payments of salary and reimbursement of expenses if the Employee has an approved expense reimbursement privilege, and any bonus or other form of payment to the Employee shall first be used to discharge all expenses incurred by the Employee in fulfilling the Employee's duties and responsibilities to the Company. Under no circumstances shall the Employee represent the Company as being responsible for any expenses incurred by the Employee.

10. Reports, Monthly Accountings.

(First Alternative) The Company will furnish the Employee with monthly statements showing shipments made to customers in the Employee's territory, and all payments and other items credited to the account of the Employee during such period.

(Second Alternative) The Employee is required to report to the Company each week as to what persons or firms the Employee has shown samples of any goods during the prior week. If any of those persons or firms place orders as a result, the Employee will receive commission on the orders that are accepted by the Company.

(Third Alternative) When the Company accepts orders or any part of orders, the Company will credit the account of the Employee with the commissions related to those orders. The Company shall pay the compensation to the Employee upon the ______ of the month following date of shipment of the orders, or at such earlier time that the Company so agrees. If at a later time any of the orders or any parts of the orders shall be rejected or cancelled or not shipped, then the amount of the commission or compensation to the credit of the Employee shall be charged against the account of the said Employee.

11. Subsequent Orders.

The Employee will be entitled to commission on subsequent orders which are made by persons or firms who were originally introduced to the Company by the Employee. The obligation to pay such commissions will end upon the termination of this contract.

12. Authority—Orders.

A. Discretion of Company.

(First Alternative) No order shall be binding upon the Company until accepted by the Company in writing. The Company reserves the right to reject any order or to cancel any order or part thereof after
acceptance, for credit or for any other reason whatsoever which the Company deems to be sufficient.

(Second Alternative) The Company may at its sole discretion for any reason decline to accept any order for products, systems, or services obtained by the Employee or may cancel in whole or part any order accepted, and in such case the Employee shall not be entitled to any bonus and/or commission or payment with respect to such order or the portion cancelled.

(Third Alternative) All orders are subject to approval of items, price and credit by the Company, and confirmation by purchasers. All quotations for sales made by Employees to customers or prospective customers must be made expressly subject to the approval and confirmation by the Company and are not final until such approval is given in writing by the Company.

B. Refunds, Damages or Settlement.

The Company may in its full discretion for any reason refund all or any portion of the purchase price or rentals paid by any customer or may pay to any customer any amount in damages by way of settlement of any claim arising out of the furnishing of any equipment, systems or services and in such event the credit previously made to the Employee’s account on the amount so refunded or paid may be deducted at the option of the Company from the Employee’s account.

C. Unauthorized Orders.

The Employee agrees to conform to the rules of the Company contained in its instructions to its Employees, in taking orders, making new parts and transacting business generally. If the Employee takes an order at a price below the price authorized by the Company, the Company may accept the order and charge the salesman with the difference between the price authorized and the price obtained. If the Employee exceeds his or her authority on any order and it is deemed necessary by the Company to fill the order, the Company may charge the Employee such amount as necessary to compensate the Company for the loss or damage it may sustain thereby.

13. Independent Contractor. [Note—If it is intended that the sales representative be an independent contractor, it is best not to refer to the sales representative as an employee. The term sales representative should be used instead, or independent sales representative, and all terminology in the contract should be changed accordingly.]

A. The sales representative is declared to be an independent contractor and has no authority to act for or on behalf of the Company or to bind the Company to any contract on any matter without the express approval in writing of the Company.

B. Both the sales representative and the Company agree that the relationship created by this contract is that of independent contractor and not that of Employee and Employer. The sales
representative is responsible for the payment of any taxes, including, without limitation, all federal, state and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the sales representative. The sales representative is responsible to keep in force all necessary public liability insurance and vehicle insurance with carriers which are satisfactory to the Company and shall hold the Company harmless from all claims, demands and suits arising out of the performance of services and the sale of goods under this contract.

C. The sales representative agrees that the sales representative is an independent contractor and not an employee. The sales representative shall be responsible for payment of all taxes including federal, state and local taxes arising out of his activities, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

14. Agreements Not to Compete

(First Alternative) The Employee covenants and agrees, which covenant and contract is made the essence of this contract, that the employee will not, at any time during the period of employment and for a period of two years immediately following termination for any reason (whether the employment is terminated by the company, by the employee or by the mutual consent of both parties), do any of the following, directly or indirectly, as principal, agent, consultant, officer, stockholder, salesperson, employee or otherwise, for himself or herself or for any other person, firm, corporation or association:

(a) Sell, solicit, or accept business or orders, from existing or newly-acquired customers of the company within the Employee's sales territories, with respect to products or services similar to or competitive with the company or its subsidiaries, or

(b) interfere with, disrupt or attempt to disrupt relationships, contractual or otherwise, between the company and or a subsidiary, and its customers, employees, or vendors.

(Second Alternative) The Employee further agrees that for a period of one year after termination of the employment, whether with or without cause, the Employee will not, on behalf of anyone engaged in a similar line of business, directly or indirectly, solicit business from any of the company's customers located in any territory serviced by the Employee while he or she was in the employment of the company. The Employee also agrees that during such period the employee will not become interested in or associated, directly or indirectly, as principal, agent or employee, with any person, firm or corporation which may solicit business from such customers.
(Third Alternative) For a period of one year after termination of employment the Employee will not (in the territory assigned to the Employee at the time of termination) engage, directly or indirectly, or as the agent or employee of another, deal in the products, systems, or services (or similar systems or services) which the Employee dealt with while employed by the company during the three years preceding termination of employment. The Employee also agrees not to call upon or solicit any customer or prospective customer of the company, in the territory assigned to the Employee at the time of the termination of employment, for a period of one year after termination of employment.

(Fourth Alternative) For a period of eighteen months following the termination or cessation of employment (for whatever reason or no reason, and whether such termination or cessation occurs at the instance of the employee or company), the Employee will not without the prior consent of the company, directly or indirectly or on the Employee's own account, or as agent, employee, partner, stockholder or otherwise, engage in any of the following activities with respect to any product or service sold by the company at any time during employment by the company or any product of service similar to, competitive with, or intended to compete with any such product or service:

1. Sell, manufacture, distribute, deliver, ship or solicit orders for any such product or service, any account in which the Employee acted as a sales person for the company or to any account that is on the company's customer list, at any time during the year preceding the termination or cessation of the employment.

2. In any account, solicit, sell to or contract, with a view to selling any such product or services, any person, firm or corporation from whom the Employee solicited any order or to whom the Employee sold any product or service or otherwise dealt with on behalf of the company, or any account that is on the company's customer listing, at any time during the year preceding termination or cessation of the employment of the Employee by the company.

15. Secrets and Confidential Business Records [See § 15.101]


A. In the event of the breach or threatened breach of any provision of the contract by the Employee, the Company shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity including the company's right to recover from the Employee any and all damages that may be sustained as a result of the Employee's breach of contract.

B. In addition to any other remedies the Company may have available to it under the terms of this contract, the Company shall be entitled to stop the Employee, by means of injunction, from violating
any part of this contract, and to recover, by means of an accounting, any profits the Employee may have obtained in violation of this contract. The Company shall be entitled to recover its attorney's fees and expenses in any successful action by the Company to enforce this contract.

17. **Arbitration of Disputes.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

However, in the event of noncompliance or violation, as the case may be, of paragraphs ___ ___ ___ of this contract [provisions relating to confidential information, trade secrets and other restrictive stipulations], the Company may alternatively apply to the court of competent jurisdiction for a temporary restraining order injunctively, and/or such other legal and equitable remedies as may be appropriate, since the Company would have no adequate remedy at law for such violation on noncompliance.

18. **Termination.**

(First Alternative) Either party may terminate this contract and the employment hereunder, without cause and at any time, upon 14 (fourteen) days written notice by certified or registered mail to the other party at the address set forth above.

(Second Alternative) This contract may be terminated by either party on not less than 14 (fourteen) days advance written notice thereof, or on verbal notice confirmed in writing within such 14 (fourteen) day period to the other party. However, the Company may terminate the employment hereunder immediately if necessary in the best judgment in order to protect its business or its good name. If the Employee elects to terminate his or her employment without advance notice, the Company shall have the right to make no further credits to the account of the Employee after the last day worked, notwithstanding the right to such credits had advanced notice been given.

Upon termination of this contract, whether or not by the Company subsequent credits to the Employees account with respect to orders then taken will be determined solely by the Company's policies then in effect. The Company will not be obligated to the Employee for bonuses or commissions in relation to accounts that have not yet been closed out for payment, chargeoff or cancellation.

(Third Alternative) This contract may be terminated at will by either party at any time by giving 10 (ten) days notice in writing to the other party by certified mail effective upon sending.

(Fourth Alternative) The first 60 days of employment represents a probationary period during which time this contract may be terminated by either party at any time. Following this probationary period, the
employment of the Employee with the Company may be terminated at any time by the Company or by the Employee upon 30 (thirty) days written notice to the Company. Upon termination of employment, the Company agrees to pay the Employee 50% of the sales commissions on undelivered orders (which are subsequently shipped and paid for). The remaining 50% shall be withheld by the Company for payment to other employees as compensation for necessary follow-up work. In the event of the death of the Employee, the employment shall terminate and all monies owed to the Employee shall be payable to the estate of the Employee.

19. Illness of Employee. If the Employee shall become unable to attend to the duties of employment as required by this contract and it becomes necessary for the Company to replace the Employee in the territory either temporarily or permanently, the Company may do so and at the same time may suspend all further payments to the Employee for salary or bonuses and all other related compensation. In that event the Employee may still be entitled to long term disability if such a policy is in effect. The Company will recommence the payment of salaries, bonuses and other compensation at such date as the Employee shall resume and perform the Employee's duties under this contract. The right of the Company as set forth above is in addition to the right of the Company to terminate this contract at any time as set forth above.

20. Severability; Governing Law.

A. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not effect the validity of any other clause or provision, which shall remain in full force and effect. The contract shall be governed by the laws of the state of Florida. The _______ court of the state of Florida shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. In any successful action by the Company to enforce this contract, the Company shall be entitled to recover its attorney's fees and expenses incurred in such action.

B. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action. In the event of any dispute arising under this contract, it is agreed between the parties that the law of the state of Florida will govern the interpretation, validity and effect of this contract without regard to the place of execution or place of performance thereof.

21. Complete Agreement.

(First Alternative) This contract supersedes all prior contracts and understandings between the Employee and the Company and may not
be modified, changed or altered by any promise or statement by whomsoever made; nor shall any modification of it be binding upon the Company until such written modification shall have been approved in writing by an officer of the Company.

(Second Alternative) This contract supersedes all prior contracts and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

(Third Alternative) Any existing contract between the parties hereto is hereby terminated and superseded by the execution of this contract, except that such terminations shall not operate to close out employee accounts if any.

(Fourth Alternative) The Employee's territory shall remain except upon the execution of a supplementary territory schedule to be signed and agreed to by both the Employee and the Company. However, they may unilaterally make any perspective changes in the contract of employment not limited to changes with respect to the employee's position, classification, salary, compensation, with respect to any other provision related to employment.

22. Company Policies and Procedures. The Company's practices or policy manuals, price lists, general letters and other written publications, together with this contract, the attached territories schedule and rider, and any other attached riders form this contract. They together with all amendments or revisions thereof made from time to time shall be considered a part hereof as if attached hereto or repeated herein. The Company shall have the right to amend, revise or discontinue the above noted publications and to establish, amend, revise, or discontinue any additional publications which the Company deems necessary from time to time. If there is an inconsistency or conflict between or among the publications made by the Company, the Company shall have the sole right to declare which shall control. Any change in the Company's policies and related publications by any additional publications shall be effective from its date or the dates dated therein regardless of whether such change has come to the Employee's attention before or after the effective date.

23. Waiver of Breach.

(First Alternative) The waiver by the Company of a breach of any provision of this contract by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

(Second Alternative) The failure of either the Employee of the Company at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of the Employee or the Company to enforce the same nor shall the waiver by the Employee or the Company of any breach of any provisions hereof be
§ 15.29 Employee Agreement—High Tech

Agreement made ______ by and between ______, whose address is ______ (“EMPLOYEE”), and ______, having principal offices at ______ (“EMPLOYER”) (“Agreement”).

EMPLOYEE understands that, in its business, EMPLOYER has developed and uses commercially valuable technical and nontechnical information in the various existing and projected fields of EMPLOYER’s business and, to guard the legitimate interest of EMPLOYER, it is necessary for EMPLOYER to protect certain of the information (1) as confidential and a trade secret and/or (2) by patent, copyright, and/or other means of protection.

EMPLOYEE understands that such information is vital to the success of EMPLOYER’s business, and that through EMPLOYEE’s employment by EMPLOYER, EMPLOYEE may become acquainted with that information, and may contribute to that information through inventions, discoveries, improvements or in some other manner.

EMPLOYEE understands that all such information, inventions, discoveries, improvements, and other results of EMPLOYEE’s employment by EMPLOYER are the exclusive property of EMPLOYER and may be protected by EMPLOYER as EMPLOYER deems appropriate.
THEREFORE, in consideration of EMPLOYEE's employment or continued employment by EMPLOYER ("Employment"), and in consideration of the mutual promises in this Agreement, EMPLOYEE and EMPLOYER agree as follows:

1. Employment.

1.1 The scope of the Employment shall be as set out in Schedule B attached hereto. The Employment shall also specifically include, but not be limited to, the reasonable provision of documentation and annotation for any products or information resulting, in whole or in part, from the Employment ("EMPLOYEE's Output") that is deemed adequate by EMPLOYER for EMPLOYER to continue to productively utilize EMPLOYEE's Output subsequent to the termination of the Employment, for any reason whatsoever.

2. Ownership.

2.1 EMPLOYEE acknowledges and agrees that EMPLOYER is the sole and exclusive owner of all rights and remedies in and to certain confidential ideas and trade secrets concerning the operations of EMPLOYER ("Trade Secret Information"—defined in Schedule A attached hereto), all of EMPLOYEE's Output, and all products or information derived or to be derived from EMPLOYEE's Output, regardless of whether such Trade Secret Information or EMPLOYEE's Output is subject to patent, copyright, or other protection.

2.2 In the event that the Trade Secret Information or EMPLOYEE's Output is or becomes the subject of a patent application, patent, copyright, or other rights under the laws of the United States or any other country, EMPLOYEE agrees and understands that EMPLOYER shall have all the rights and remedies available to EMPLOYER under the law as a result of such patent applications, patents, copyrights, or other rights.

2.3 Both parties understand that this Agreement does not constitute a license to use the Trade Secret Information or EMPLOYEE's Output other than as specified herein and required during the Employment.

3. Confidentiality and Non-Disclosure.

3.1 EMPLOYEE acknowledges that during the Employment, EMPLOYEE has had and/or shall have access to and has become and/or shall or may become aware of Trade Secret Information. EMPLOYEE agrees to hold in confidence all Trade Secret Information disclosed to EMPLOYEE or developed by EMPLOYEE in connection with the Employment, either in writing, verbally, or as a result of the Employment except:

3.1.1 information which, at the time of disclosure, is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise through no action or fault of EMPLOYEE; or
3.1.2 information which EMPLOYEE can show is in its possession at the time of disclosure and was not acquired, directly or indirectly, from EMPLOYER;

3.1.3 information which was received by EMPLOYEE from a third party having the legal right to transmit that information.

3.2 EMPLOYEE shall not, without the written permission of EMPLOYER, use the Trade Secret Information which EMPLOYEE is obligated hereunder to maintain in confidence for any reason other than to enable EMPLOYEE to properly and completely perform the Employment.

3.3 EMPLOYEE shall not reproduce or make copies of the Trade Secret Information or EMPLOYEE's Output, except as required in the performance of the Employment. Upon termination of the Employment for any reason, whatsoever, EMPLOYEE shall promptly deliver to EMPLOYER all correspondence, drawings, blue prints, manuals, letters, notes, notebooks, reports, flow-charts, programs, proposals, documents concerning EMPLOYER's customers/clients, documents concerning products or processes used by EMPLOYER, and all other documents, writings, and materials utilized by EMPLOYEE, together with any copies or other reproductions thereof made by EMPLOYEE or in the possession or control of EMPLOYEE. EMPLOYEE understands that all such records, whether developed by EMPLOYEE or others, are and shall remain the property of EMPLOYER.

3.4 Except as may be required by the Employment, EMPLOYEE shall not, during or at any time subsequent to the Employment, unless EMPLOYER has given prior written consent, disclose or use the Trade Secret Information or engage in or refrain from any action, where such action or inaction may result (a) in the unauthorized disclosure of any or all such trade secrets to any person or entity; or (b) in the infringement of any or all such rights.

3.5 EMPLOYEE shall immediately notify EMPLOYER of any information which comes to EMPLOYEE's attention which does or might indicate that there has been any loss of confidentiality of such trade secrets or breach of such rights.


4.1 EMPLOYEE shall not, during the Employment and after the termination of the Employment for any reason whatsoever, directly or indirectly,

4.1.1 solicit the trade or patronage of any of the customers/clients or prospective customers/clients of EMPLOYER, with respect to any of the services, products, trade secrets or other matters of EMPLOYER; and

4.1.2 found, work for, consult to, or assist in any way, whether in a paid or unpaid capacity, any individual, partnership, company, EMPLOYER or other business entity which competes with EMPLOYER in
These restrictions shall last for a period of ______ years and shall cover the geographic area of ______, and shall specifically include the following of EMPLOYER's former, existing, or prospective customer/clients: ______________

4.2 It would be difficult to identify and prove the use of EMPLOYER's trade secrets in the development of other computer programs providing the same functionality as EMPLOYER's programs upon which EMPLOYEE worked during the Employment. Should any dispute arise between EMPLOYEE and EMPLOYER regarding such computer programs that results in an arbitration or proceeding in a court of law, there shall be, for the purpose of any arbitration or trial, an irrebuttable presumption that any computer program providing the same functionality as any or all such programs was developed using EMPLOYER's trade secrets contrary to the provisions of this Agreement.

4.3 Should the irrebuttable presumption provided for in the preceding paragraph be held to be contrary to law, then the presumption shall be at the highest level allowed by law, and the burden of proof shall rest with EMPLOYEE.

5. Copyright.

5.1 EMPLOYEE hereby agrees that EMPLOYEE is an "employee-for-hire" as defined by the laws of the United States regarding copyrights. All works resulting from the Employment are "works made for hire" as defined by the laws of the United States regarding copyrights.


6.1 EMPLOYEE shall promptly disclose to EMPLOYER, in writing if requested, any and all inventions, discoveries and improvements conceived or made by EMPLOYEE during the period of the Employment and related to the business or activities of EMPLOYER. EMPLOYEE shall assign and hereby agrees to sign all of EMPLOYEE's interests therein to EMPLOYER or its nominee. EMPLOYEE shall execute, whenever EMPLOYER requests EMPLOYEE to do so, any and all applications, assignments or other instruments which EMPLOYER shall deem necessary to apply for and attain Letters Patent of the United States or any foreign country or to protect otherwise EMPLOYER's interests therein. These obligations shall continue beyond the termination of my employment with respect to inventions, discoveries and improvements conceived or made by me during the period of employment, and shall be binding upon my assigns, executors, administrators and other legal representatives.

6.2 EMPLOYEE understands that EMPLOYEE is not obligated to assign to EMPLOYER any and all inventions which were conceived and
reduced to practice prior to the Employment and which are listed on the back of this Agreement at the time that EMPLOYEE executes this Agreement.

6.3 EMPLOYEE understands that subsequent to the Employment, EMPLOYEE's assistance may be needed in regards to securing, defending or enforcing any patent which EMPLOYEE is an inventor or co-inventor. In that event, EMPLOYEE shall provide all such assistance and EMPLOYER agrees that EMPLOYER shall pay reasonable compensation for EMPLOYEE's time at a rate to be agreed but not higher than the last salary rate paid to EMPLOYEE by EMPLOYER during the Employee's Employment.


7.1 EMPLOYEE shall place all appropriate notices of patent rights, trademark rights, and copyrights on all works resulting from the employment. EMPLOYER shall provide EMPLOYEE with the form and substance of such notices.

8. Indemnification.

8.1 EMPLOYEE understands that if EMPLOYEE fails to perform as specified in this Agreement, EMPLOYEE may be subject to legal action by EMPLOYER.

8.2 EMPLOYEE shall indemnify EMPLOYER from and against any loss, damage, or injury EMPLOYER shall suffer as a result of any breach of this Agreement by EMPLOYEE. Such all encompassing indemnity shall include, but not be limited to, losses, damages, injury, or liability that EMPLOYER may suffer as a result of EMPLOYEE's breach, in any way, of this Agreement. Such damages and injuries that may be awarded to EMPLOYER against EMPLOYEE shall be deemed to include all actual, general, special, and consequential damages awarded to EMPLOYER, its agents, employees, or assigns, against any party who benefits, in any way from EMPLOYEE's breach of this Agreement, as well as any attorney fees, costs of suits, costs of arbitration, or costs of appeal which may be awarded in any litigation or arbitration instituted by or against EMPLOYER to recover monetary compensation for such loss, damage or injury or to obtain injunctive relief from EMPLOYEE's failure to perform as specified in this Agreement.

9. No Agency.

9.1 EMPLOYEE understands that EMPLOYEE has no authority, either express or implied, to act, or represent that EMPLOYEE is acting on behalf of EMPLOYER, except in those instances in which EMPLOYER has given EMPLOYEE prior written consent that specifically covers EMPLOYEE's acts or representations.

9.2 EMPLOYEE shall not engage in any act or representation on behalf of EMPLOYER, except, in those instances in which EMPLOYER has given prior written consent that specifically covers EMPLOYEE's
acts or representations. Furthermore, EMPLOYEE shall not refrain from any action where a third party may reasonably interpret or infer from such an action that EMPLOYEE has authority to act or represent on behalf of EMPLOYER, except in those instances in which EMPLOYER has given prior written consent that specifically covers EMPLOYEE’s acts or representations.

10. General.

10.1 EMPLOYEE understands that this Agreement shall be effective when executed by both EMPLOYER and EMPLOYEE and that the terms of this Agreement shall remain in full force and effect both during the continuation of the Employment and after termination of the Employment for any reason whatsoever.

10.2 This Agreement supersedes any and all prior agreements concerning employment between EMPLOYER and EMPLOYEE.

10.3 If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

10.4 Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.5 Recognizing the unusual nature of computer-related businesses and trade secrets, EMPLOYEE acknowledges EMPLOYER’s rights to immediate injunctive relief in case of any breach of this Agreement by EMPLOYEE, in addition to any other remedy in damages.

10.6 This Agreement shall be construed according to the laws of the State of Florida.

EMPLOYEE

Witness: ___________________

Date: _______

____________________
Accepted and Agreed to:

EMPLOYER

By: ___________________
[Name ]
[Title ]

Date: _______
SCHEDULE A

A.1 Trade Secret Information includes information whether or not developed by EMPLOYEE. Trade Secret Information includes, but is not limited to, the following:

A.1.1 research and development work; source code; object code; run-time libraries; system documentation; software-related documentation; system configurations; hardware design; firmware design; construction, layout, and operation of EMPLOYER's facilities and equipment; all of these items both for customers/clients and for EMPLOYER's internal operations;

A.1.2 names and identities of former, existing, and prospective customers/clients not well known to the trade; all contacts at all such customers/clients whether or not such customers/clients are well known to the trade; contents of proposals for sales, maintenance, service, license, and other contracts; contents of all such contracts with all former, existing, and prospective customers/clients; costing and estimation procedures and formulae regarding proposals and other uses; sales, profit and loss, profit margin, production costs, overhead, and other bookkeeping and accounting information; all information regarding business development and marketing; names and identities of vendors and suppliers not well known to the trade; all contacts at all such vendors and suppliers whether or not such vendors and suppliers are well known to the trade; costs and contents of proposals and actual contracts with all such vendors and suppliers;

A.1.3 specifically including: __________________________________________;

and

A.1.4 confidential information revealed to EMPLOYER by third parties and which EMPLOYER is obligated to keep confidential; all copies of this Agreement, and any other information that may be considered by EMPLOYER as EMPLOYER's confidential information under applicable laws.

SCHEDULE B

The scope of the Employment shall be as follows: __________

________________________________________

________________________________________

________________________________________

EMPLOYEE shall receive compensation as follows:

Wages: ____________________________________

________________________________________

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Commissions: 

Terms of Payment: 

§ 15.30 Employee Agreement—High Tech—Another Form

Agreement made ___ by and between __ _, whose address is ___ ("EMPLOYEE"), and __ _, having principal offices at ___ ("EMPLOYER") ("Agreement").

EMPLOYEE understands that, in its business, EMPLOYER has developed and uses commercially valuable technical and nontechnical information. EMPLOYEE understands that such information is vital to the success of EMPLOYER’s business. EMPLOYEE further understands that it is necessary for EMPLOYER to protect such information as confidential or as otherwise appropriate.

THEREFORE, in consideration of EMPLOYEE’s employment or continued employment by EMPLOYER ("Employment"), and in consideration of the mutual promises in this Agreement, EMPLOYEE and EMPLOYER agree as follows:

1. The scope of the Employment shall be as set out in Schedule A attached hereto. The Employment shall also specifically include, but not be limited to, the reasonable provision of documentation and annotation for any products or information resulting, in whole or in part, from the Employment ("EMPLOYEE’s Output") that is deemed adequate by EMPLOYER for EMPLOYER to continue to productively utilize EMPLOYEE’s Output subsequent to the termination of the Employment, for any reason whatsoever.

2. EMPLOYEE shall place all appropriate notices of patent rights, trademark rights, and copyrights on all of EMPLOYEE’s Output. EMPLOYER shall provide EMPLOYEE with the form and substance of such notices.

3. EMPLOYEE understands that EMPLOYEE has no authority, either express or implied, to act or represent that EMPLOYEE is acting on behalf of EMPLOYER, except in those instances in which EMPLOYER has given EMPLOYEE prior written consent that specifically covers EMPLOYEE’s acts or representations.

4. EMPLOYEE acknowledges and agrees that EMPLOYER is the sole and exclusive owner of all rights and remedies in and to certain confidential ideas and trade secrets concerning the operations of EMPLOYER ("Trade Secret Information"—defined in Schedule B attached hereto), EMPLOYEE’s Output, and all products or information derived or to be derived from EMPLOYEE’s Output, regardless of whether such
Trade Secret Information or EMPLOYEE's Output is subject to patent, copyright, or other protection.

5. Both parties understand that this Agreement does not constitute a license to use the Trade Secret Information or EMPLOYEE's Output other than as specified herein and required during the Employment.

6. EMPLOYEE acknowledges that during the Employment, EMPLOYEE has had and/or shall have access to and has become and/or shall or may become aware of Trade Secret Information. EMPLOYEE agrees to hold in confidence all Trade Secret Information disclosed to EMPLOYEE or developed by EMPLOYEE in connection with the Employment, either in writing, verbally, or as a result of the Employment.

7. EMPLOYEE shall not, without the written permission of EMPLOYER, use the Trade Secret Information which EMPLOYEE is obligated hereunder to maintain in confidence for any reason other than to enable EMPLOYEE to properly and completely perform the Employment.

8. EMPLOYEE shall not reproduce, make copies of, or disclose the Trade Secret Information or EMPLOYEE's output, except as required in the performance of the Employment. Upon termination of the Employment for any reason, whatsoever, EMPLOYEE shall promptly deliver to EMPLOYER all correspondence, drawings, blue prints, manuals, letters, notes, notebooks, reports, flow-charts, programs, proposals, documents concerning EMPLOYER's customers/clients, documents concerning products or processes used by EMPLOYER, and all other documents, writings, and materials utilized by EMPLOYEE, together with any copies or other reproductions thereof made by EMPLOYEE or in the possession or control of EMPLOYEE. EMPLOYEE understands that all such records, whether developed by EMPLOYEE or others, are and shall remain the property of EMPLOYER.

9. EMPLOYEE shall immediately notify EMPLOYER of any information which comes to EMPLOYEE's attention which does or might indicate that there has been any loss of confidentiality of such trade secrets or breach of such rights.

10. EMPLOYEE shall not, during the Employment and after the termination of the Employment for any reason whatsoever, directly or indirectly,

   (a) solicit the trade or patronage of any of the customers/clients or prospective customers/clients of EMPLOYER, with respect to any of the services, products, trade secrets or other matters of EMPLOYER; and

   (b) found, work for, consult to, or assist in any way, whether in a paid or unpaid capacity, any individual, partnership, company, EMPLOYER or other business entity which competes with EMPLOYER in
these areas of business: ___________________________

These restrictions shall last for a period of _____ years and shall cover the geographic area of ___, and shall specifically include the following of EMPLOYER's former, existing, or prospective customer/clients: ___________________________

11. EMPLOYEE hereby agrees that EMPLOYEE is an "employee-for-hire" as defined by the laws of the United States regarding copyrights. All works resulting from the Employment are "works made for hire" as defined by the laws of the United States regarding copyrights.

12. This Agreement shall be effective when executed by both EMPLOYER and EMPLOYEE and the terms of this Agreement shall remain in full force and effect both during the continuation of the Employment and after termination of the Employment for any reason whatsoever.

13. This Agreement supersedes any and all prior agreements concerning employment between EMPLOYER and EMPLOYEE.

14. This Agreement is a Florida contract. This Agreement contains the full agreement between the parties and no changes or alterations may be made unless signed by all parties. This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, successors, and assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be construed and enforced according to the laws of the State of Florida applying to contracts that are wholly performed within Florida. The parties submit to the personal jurisdiction of the courts of the State of Florida.

15. Recognizing the unusual nature of computer-related businesses and trade secrets, EMPLOYEE acknowledges EMPLOYER's right to immediate injunctive relief in case of any breach of this Agreement by EMPLOYEE, in addition to any other remedy in damages.

__________________________
EMPLOYEE

Witness: ______________________

Date: _______

__________________________
Accepted and Agreed to:

EMPLOYER
By: ____________________________

[Name]

[Title]

Date: ______

SCHEDULE A

The scope of the Employment shall be as follows: ____________

_________________________________

EMPLOYEE shall receive compensation as follows:

Wages: __________________________

_________________________________

Commissions: __________________________

_________________________________

Terms of Payment: __________________________

_________________________________

SCHEDULE B

Trade Secret Information includes information whether or not developed by EMPLOYEE. Trade Secret Information includes, but is not limited to, the following:

(a) research and development work; source code; object code; runtime libraries; system documentation; software-related documentation; system configurations; hardware design; firmware design; construction, layout, and operation of EMPLOYER's facilities and equipment; all of these items both for customers/clients and for EMPLOYER's internal operations;

(b) names and identities of former, existing, and prospective customers/clients not well known to the trade; all contacts at all such customers/clients whether or not such customers/clients are well known to the trade; contents of proposals for sales, maintenance, service, license, and other contracts; contents of all such contracts with all former, existing, and prospective customers/clients; costing and estimation procedures and formulae regarding proposals and other uses; sales, profit and loss, profit margin, production costs, overhead, and other bookkeeping and accounting information; all information regarding business development and marketing; names and identities of vendors and suppliers not well known to the trade; all contacts at all such vendors and suppliers whether or not such vendors and suppliers
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are well known to the trade; costs and contents of proposals and actual contracts with all such vendors and suppliers;

(c) confidential information revealed to EMPLOYER by third parties and which EMPLOYER is obligated to keep confidential; all copies of this Agreement, and any other information that may be considered by EMPLOYER as EMPLOYER's confidential information under applicable laws.

§ 15.31 Employment Agreement

AGREEMENT made this _____ day of _____, 19__, between ____, a Florida corporation, hereinafter sometimes called the "Employer", having its principal place of business in ____, Florida, and (name) ____________________________________________, of (address) ____________________________________________, hereinafter sometimes called the "Employee".

WHEREAS, the Employee and Employer desire to set forth in writing their contract with respect to Employee's employment by Employer;

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. Employment. Employer hereby employs Employee, and Employee hereby accepts such employment, upon the terms and conditions set forth in this Agreement.

2. Duties and Authority.

A. Employee will occupy the position of _____ (hereinafter referred to as "Position" or "Assignment") with the Employer and may be elected to serve as a Director of the Employer. In the event Employee is relieved from the assigned position, Employee may elect early retirement and Employer agrees to consent to such early retirement. This right to early retirement will be the sole remedy of Employee for having been relieved from the assigned position.

B. In this position, Employee will have the powers of a general manager, subject to the control of the Board of Directors, and have general supervision, direction and control over the business and affairs of the Corporation and its employees. Employee will be primarily responsible for carrying out all orders and resolutions of the Board of Directors and such duties as may from time to time be assigned to Employee by the Board of Directors.

C. In the absence of the Chairman of the Board at any Shareholders or Board of Directors meeting, Employee will preside over that Shareholders meeting and, in the event Employee is then a director of the Employer, will preside over the Board of Directors meeting.

D. Employee agrees to devote his full time attention and best efforts to the performance of employment hereunder.
E. Employee will not, during the term of this Agreement, directly or indirectly engage in any business, either as an employee, employer, consultant, principal, corporate officer, or in any other capacity, whether or not compensated, without the prior written consent of Employer except for that time allocated for such purposes as contained in the Shareholders Agreement.

3. Term of Employment. The term of employment shall begin on the date of this Agreement, and shall extend until terminated as provided for herein.

4. Compensation. Employee will receive compensation during the term of this Agreement as follows:

A. A base annual salary of $______, payable either bi-monthly or monthly at the discretion of the Employee. The base salary shall be adjusted at the end of each year of employment to reflect any change in the cost of living by multiplying the salary for the prior year by a fraction, the numerator of which is the National Consumer Price Index (NCPI) for the month most recently released by the Bureau of Labor Statistics of the United States Department of Labor and the denominator of which is the NCPI for the identical month in the preceding year. If this index is discontinued, changed or unavailable, Employer shall determine and utilize a similar criterion for reflecting any increase in the cost of living.

B. An incentive salary (Partner's Bonus) equal to one Partners Share of the adjusted net profits (hereinafter defined) of the Employer during each fiscal year beginning or ending during the term of this Agreement. "Adjusted net profit" shall be the net profit before federal and state income taxes, determined in accordance with accepted accounting practices by the independent accounting firm employed by the Employer as auditors and adjusted to exclude: (i) any incentive salary payments paid pursuant to this Agreement; (ii) any contributions to pension and/or profit-sharing plans; (iii) any extraordinary gains or losses (including, but not limited to, gains or losses on disposition of assets); (iv) any refund or deficiency of federal and state income taxes paid in a prior year; and (v) any provision for federal or state income taxes made in prior years which is subsequently determined as unnecessary. Net profit will then be divided by the Board of Directors into three or more categories consisting of (i) the Partners share of the profit; (ii) the portion of Employer's profits allocated for Employee profit sharing, if any, (iii) the portion of Employer's profits retained as Earnings for the well being of the Employer, and (iv) any other category deemed necessary by the Board of Directors. The determination of the adjusted net profits made by the independent accounting firm employed by the Employer shall be final and binding upon Employee and the Employer. For the first and last fiscal years ending and beginning, respectively, during the term of this Agreement, the incentive salary shall be computed for the proportion of the fiscal year coextensive with
this Agreement. The incentive salary shall be paid within ninety (90) days after the end of each fiscal year. The maximum incentive salary payable for any one year shall not exceed two hundred percent of Employee's base salary unless authorized by the Board of Directors.

C. The Board of Directors and the Employee may agree to waive the cost of living adjustment in (a) above or the incentive pay in (b) above. Both parties must agree to waive these requirements or the original clause shall stand in effect.

5. Deferred Compensation. In the event that Employee retires after performing services for the Employer up until Employee reaches the age of 65 or retires at an earlier age with the approval of the Employer, Employee will be entitled to deferred compensation payments after retirement upon the following terms and conditions:

A. For a period of ten (10) years ("Retirement Period") Employee will receive some of all of the following: (i) Base Payments equal to thirty percent (30%) of the average total salary (base salary plus incentive salary) paid to Employee during the last three (3) full years of employment prior to the month of retirement ("Retirement Salary Base"); (ii) Advisor Payments equal to thirty percent (30%) of the Retirement Salary Base, provided that Employee serves as an advisor and consultant to the Employer regarding its business. To earn the advisor payments, Employee will hold himself available to perform services at reasonable times at the request of the Board of Directors of the Employer, consistent with any business activities Employee may be engaged in at such time. The Board of Directors of the Employer shall have the right to require the presence of Employee at any Board of Directors meeting, not exceeding more than one meeting per month, to act and serve in the advisory capacity. Attendance at these Board of Directors meetings shall not be required should Employee's health prevent attendance; however, Employer shall have the right to demand a written statement from Employee prepared by a licensed medical examiner evidencing inability of Employee to attend the meeting or meetings. Employee will be reimbursed for all reasonable and necessary travel and incidental expenses incurred by Employee in connection with the performance of advisory services; and (iii) Noncompetition Payments equal to forty percent (40%) of the Retirement Base Salary provided that Employee will not, directly or indirectly, perform any business, commercial, or consulting services to any person, firm, or organization or become associated as a manager, employee, director, or owner of any business organization competing directly or indirectly with the Employer, whether or not compensated, without the prior written consent of Employer. In the event that Employer and Employee are unable to agree on whether a particular business in which Employee attempts to engage is directly or indirectly in competition with the Employer, the matter will be submitted to arbitration under the provisions of Paragraph ______.
B. The deferred compensation payments shall be made in equal monthly installments starting in the month following the month of retirement.

C. In the event of the death of Employee prior to the expiration of the “Retirement Period”, the Employer will pay all remaining Base Payments specified in subparagraph A(i), and no other deferred compensation payments, to any beneficiary of Employee designated by Employee in a written document filed with the Employer, or in the absence of such designation, the estate of Employee. The Employer may elect to pay these remaining Base Payments in a lump sum or in the equal monthly installments specified in subparagraph B.

D. Employee shall not sell, assign, transfer, or pledge, or in any other way dispose of or encumber, voluntarily or involuntarily, by gift, testamentary disposition, inheritance, transfer to any inter-vivos trust, seizure and sale by legal process, operation of law, bankruptcy, winding up of a corporation, or otherwise, the right to receive any deferred compensation pursuant to this Agreement.

6. Relocation. In the event Employee is transferred and assigned to a new principal place of work located more than _______ ( ) miles from Employee’s present residence, Employer will pay for all reasonable relocation expenses including:

A. Transportation fares, meals, and lodging for Employee, his spouse, and family from Employee’s present residence to any new residence located near the new principal place of work.

B. Moving of Employee’s household goods and the personal effects of Employee and Employee’s family from Employee’s present residence to the new residence.

C. Lodging and meals for Employee and Employee’s family for a period of not more than sixty (60) consecutive days while occupying temporary living quarters located near the new principal place of work.

D. Round trip travel, meals and lodging expenses for Employee’s family for no more than two (2) househunting trips to locate a new residence, each trip not to exceed fourteen (14) days; and

E. Expenses in connection with the sale of the residence of Employee including realtor fees, mortgage prepayment penalties, termite inspector fees, title insurance policy and revenue stamps, escrow fees, fees for drawing documents, state or local sales taxes, mortgage discount points (if in lieu of a prepayment penalty), and seller’s attorney’s fees (not to exceed one percent (1%) of the sales price). At the option of Employee and in lieu of reimbursement for these expenses, Employee may sell the residence of Employee to the Employer at the fair market value of the residence determined by an appraiser chosen by the Employer. The appraisal will be performed within ten (10) days after notice of transfer and notice of appraised value will be submitted by report to Employee. Employee will have the right to sell the residence.
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to the Employer at the appraised price by giving notice of intent to sell within thirty (30) days from the date of the appraisal report. The term "residence" shall mean the property occupied by Employee as the principal residence at the time of transfer and does not include summer homes, multiple-family dwellings, houseboats, boats, or airplanes but does include condominium or cooperative apartment units and duplexes (two family) occupied by Employee.

7. Medical and Group Insurance. Employer agrees to include Employee in the group medical and hospital plan of Employer, when such plan is established, and will provide group life insurance for Employee in the amount of not less than _____ during the term of employment.

8. Vacation. Employee shall be entitled to three (3) weeks of paid vacation during each year of employment; the time for the vacation shall be mutually agreed upon by Employee and Employer. If vacation is not taken, for the benefit of the Employer, Employee shall be reimbursed at his base salary rate for time not taken.

9. Automobile. Employer will provide to Employee, during the term of this agreement, the use of a new automobile of Employee's choice, at a price not to exceed $______ and will replace the automobile with a new one every two (2) years. Employer will pay all automobile operating expenses incurred by Employee in the performance of Employee's business duties. The Employer will procure and maintain in force an automobile liability policy for the automobile with coverage, including Employee, in the minimum amount of One Million Dollars ($1,000,000) combined single limit on bodily injury and property damage. Said automobile shall be provided contingent upon _____.

10. Expense Reimbursement. Employee shall be entitled to reimbursement for all reasonable expenses, including travel and entertainment, incurred by Employee in the performance of Employee's duties. Employee will maintain records and written receipts as required by federal and state tax authorities to substantiate expenses as an income tax deduction for Employer and shall submit vouchers for expenses for which reimbursement is made.

11. Low Interest Loan.

A. From time to time, Employee may borrow sums from Employer up to a maximum aggregate of _______ Dollars ($_______) provided the Employer has excess funds available for such purposes. The Board of Directors has excess funds for such purposes. The Board of Directors shall establish the amount of such funds available annually. Each loan shall be evidenced by a Promissory Note payable in not more than sixty (60) monthly principal and interest installment payments starting with the first day of the month following the month in which the loan is made, with interest at the rate of ______ percent (_______%) per year on the unpaid balance of the loan or loans outstanding.

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B. In the event Employee severs employment with Employer for reasons other than permanent disability, death, or retirement while a loan or loans are outstanding, the unpaid principal amount then outstanding shall be due and payable within thirty (30) days after the date of termination. In the event severance of employment is due to permanent disability, death, or retirement, Employee, or the legal representative of Employee, shall repay any outstanding loan in accordance with the terms of the promissory note.

C. Should there be a default in the payment of any installment of principal and interest when due, then the entire sum of principal and interest, at the option of the Employer, shall immediately become due and payable without demand or notice. In case this note shall not be paid when due according to its terms, Employee shall pay all costs of collection and reasonable attorney’s fees whether or not suit is filed on the note.

12. Permanent Disability.

A. In the event Employee becomes permanently disabled (hereinafter defined) during employment with Employer, Employer may terminate this agreement by giving thirty (30) days notice to Employee of its intent to terminate, and, unless Employee resumes performance of the duties set forth in Paragraph 2 within five (5) days of the date of notice and continues performance for the remainder of the notice period, this agreement will terminate at the end of the thirty (30) day period. “Permanently disabled” for the purpose of this agreement will mean the inability, due to physical or mental ill health, or any reason beyond the control of Employee to perform Employee’s duties for thirty (30) consecutive days or for an aggregate of sixty (60) days during any one employment year irrespective of whether such days are consecutive.

B. Upon termination of employment under the provisions of subparagraph (a), Employee may have any deferred compensation to which the Employee may be entitled under the provisions of Paragraph 4 paid to him upon giving notice to the Employer. For the purposes of Paragraph 4, termination under subparagraph (a) of this paragraph shall be considered “retirement”; Employee will be excused from performing advisory services as required under Paragraph 4(b)(ii) but shall nevertheless be entitled to Advisory Payments except the extent limited by death of Employee as set forth in Paragraph 4(c).

C. Employer shall maintain, at its expense, a disability Policy covering employee for a dollar amount specified by Employee. This amount may not exceed one hundred percent (100%) of the base salary.

13. Death. In the event that Employee dies during the term of this agreement, this agreement shall immediately terminate.

14. Termination.

A. This agreement may be terminated by Employer by giving ten (10) days notice to Employee if Employee willfully breaches or habitual-
ly neglects the duties to be performed under Paragraph 2, or engages in any conduct which is dishonest or damages the reputation of Employer.

B. This agreement may be terminated by Employee, without cause, by giving ninety (90) days notice to Employer.

C. In the event employment is terminated pursuant to subparagraphs (a) or (b), Employee will be entitled to only base salary compensation earned prior to the date of termination as provided for in Paragraph 3 of this agreement computed pro rata up to and including the date of termination. Employee shall not receive the incentive salary payments or the deferred compensation payments provided for in Paragraphs 3(b) and 4, respectively.

D. In the event Employer is acquired, is a nonsurviving party in a merger, or transfers substantially all of its assets, this agreement shall not be terminated and Employer agrees to take all actions necessary to ensure that the transferee or surviving company is bound by the provisions of this agreement.

15. Notices. Any notice provided for in this Agreement shall be given in writing. Notices shall be effective from the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed by first class mail, postage prepaid. Notices shall be properly addressed to the parties at their respective addresses or to such other address as either party may later specify by notice to the other.

16. Entire Agreement. This Agreement contains the entire agreement and supercedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought.

17. Waiver. The waiver by the Employer of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach by the Employee.

18. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. ______ and ______ Counties, Florida, shall be proper venues for any litigation arising out of this Agreement.

19. Paragraph Headings. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

20. Assignability. The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer. This Agreement is a personal employment agreement and the rights, obligations and interests of the Employee hereunder may not be sold, assigned, transferred, pledged or hypothecated.
21. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and shall in no way be impaired.

22. **Arbitration.** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of ____, 19__.  

EMPLOYEE:  

__________________________  

Witnesses  

COMPANY:  

______, a Florida corporation  

__________________________  

By:  

Title:  

Witnesses  

§ 15.32 Employment Contract—General Manager  

AGREEMENT made this ____ day of ____, 19__, between _____, a Florida corporation, of ______ Florida, hereinafter called the "Employer", and ______, of _____, Florida, hereinafter called the "Employee."  

In consideration of their mutual promises set forth herein, the parties hereby agree as follows:  

1. **Employment.** Employer hereby employs Employee, and Employee hereby accepts such employment, upon the terms and conditions set forth in this Contract. Employee agrees to devote his full time attention and best efforts to the performance of employment hereunder. The duties of employment shall include such duties as the Employer may assign to the Employee from time to time. The Employee shall initially have the title and position of General Manager of the Employer, which title and position the Employer may change from time to time. In addition, the Employee shall have such other duties as may from time to time be reasonably assigned to him by the Employer. The Employee shall not have the authority to bind the Employer on any contract or obligation of any kind.
2. **Compensation.** The Employer agrees to pay the Employee as full compensation for all of Employee's services to the Employer a gross salary of ______ Dollars ($______) payable twice a month in arrears. One payment shall be made on the fifteenth (15th) day of the calendar month and the other shall be made on the last day of the calendar month. The first payment shall be prorated based upon the number of days of employment prior to the payment date. Employee's salary and performance will be reviewed by Employer within six (6) months after employment.

3. **Term of Employment.** The term of employment shall begin on the date that this Contract is signed by both Employer and Employee, and shall extend until terminated as provided for herein.

4. **Benefits.** Unless otherwise specified, during the term of this Agreement Employer shall:

   4.1. Pay Employee the sum of ______ Dollars ($______) a month as a car allowance;

   4.2. Allow Employee two (2) weeks of paid vacation after one (1) full year of employment by Employer;

   4.3. Allow Employee one-half (½) day of paid sick leave for every calendar month of employment, which sick leave shall accumulate from month to month but not from year to year (any sick leave not used at the end of a calendar year shall be paid to the Employee in cash);

   4.4. Pay Employee the sum of ______ Dollars a month as a laundry allowance;

   4.5. Allow Employee to charge food and beverages up to a total of ______ Dollars ($______) a month at _____ located in _____, ______, Florida;

   4.6. Allow Employee to park without charge in one of Employer's parking spaces in the ______ Parking Garage; and

   4.7. Allow Employee to stay in ______ without charge for the first thirty (30) days of employment.

5. **Restrictive Covenants.** Employee hereby covenants and agrees as follows:

   5.1. Employee will not at any time, either during employment or after employment terminates, directly or indirectly make known or divulge to any person, firm, or corporation the names or addresses of any of the customers, employees, suppliers or potential customers of the Employer. As used in this Contract, "customers" includes all those who have stayed in the hotel, all those who have inquired about the hotel, and all those to whom the Employer provides its services; "suppliers" includes all those from whom the Employer obtains products or services, or any part thereof; and "potential customers" includes all those appearing on any list of
potential customers or otherwise listed or discussed as a potential customer.

5.2. Employee will not, during the period of two (2) years after termination of employment, directly or indirectly, either for himself or for any other person, firm, or corporation, call upon, solicit, divert, or take away, or attempt to solicit, divert, or take away, any of the customers, employees, suppliers or potential customers of the Employer.

5.3. Employee will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Employer, including, but not limited to, the names of any of its customers, employees, suppliers or potential customers, or any other information concerning the business of the Employer, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, proprietary, material, or important; provided however, that Employee may disclose such information in the ordinary course of the Employer's business to a customer of the Employer and to another employee of the Employer if it is reasonably necessary to do so.

5.4. All books, records, files, forms, reports, memoranda, papers, accounts and documents relating in any manner to the Employer's business, employees, customers or suppliers, whether prepared or paid for by Employee or anyone else, shall be the exclusive property of the Employer and shall be returned immediately to the Employer upon termination of employment or upon the Employer's request at any time.

5.5. The parties hereby stipulate that each of the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Employer and affect its reputation and goodwill, and that any breach of the provisions of this Paragraph 5 (Restrictive Covenants) is a material breach of this Contract, from which breach the Employee shall be enjoined. Employee shall pay Employer all costs and attorneys fees incurred by Employer in any legal action or proceeding.

6. Representations and Warranties. Employee acknowledges that Employer operates a _____ hotel in a competitive hotel market, that the image and reputation of the hotel are important to the success of the Employer as a business, and that the Employee's position in the hotel is one of high public visibility which demands that the Employee's actions both during and outside of working hours be of the highest professional calibre and beyond reproach. Employee represents and
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warrants to Employer that: Employee is capable of attaining and maintaining the standard of personal conduct which employment with Employer will require; the resume and employment application furnished to Employer are true and accurate in all respects, are not misleading, and do not omit to state any material information; that the education and experience of Employee is as stated in the resume and application; that Employee is in good health; that Employee knows of no present condition which now or in the future may adversely affect his health or his ability to perform his job; and that Employee has fully disclosed to Employer all facts which are material to Employer's decision to employ the Employee.

7. **Termination on Death.** All rights of the Employee under this Contract shall terminate upon his death (other than rights accrued prior thereto). The Employer shall pay to the estate of the Employee such compensation as would otherwise have been payable to the Employee up to the date on which his death occurs. The Employer shall have no additional financial obligation under this Contract to the Employee or his estate.

8. **Methods of Termination.** In addition to any methods of termination set forth elsewhere in this Contract, this Contract may also be terminated by any of the following methods:

8.1. Either the Employee or the Employer may terminate the employment of the Employee hereunder at any time by giving written notice to the other party at least thirty (30) days prior to the specified date of termination. Termination under this method does not require cause. Employee shall continue to be an employee of the Employer after such notice and until the termination date, unless his employment is terminated earlier by another method of termination set forth in this Contract.

8.2. The Employer may terminate the employment of the Employee at any time by giving written notice to the Employee and agreeing to continue to pay the Employee's salary for fifteen (15) days after notice of termination. Termination under this method does not require cause. Employee shall not continue to be an employee after such notice.

8.3. The Employer may at any time terminate the employment of the Employee, without notice, for any of the following reasons: (1) upon the Employee's failure to promptly and adequately perform the duties assigned to him by the Employer, such performance to be judged in the sole discretion of the Employer; (2) upon the Employee's breach of any provision of this Contract; or (3) upon the Employer determining that there is good cause. The term "good cause" as used in this Contract shall include, but shall not be limited to, the following: absenteeism; dishonesty; insubordination; conduct reflecting moral turpitude; conduct which could diminish the reputation or goodwill of the Employer or its hotel;
conduct disloyal to the Employer; violation of any representation, warranty or covenant of this Contract; inability to perform Employee's duties under this Contract; adverse medical condition which keeps Employee from his regular work for more than the number of allowed paid sick days; or arrest or indictment for any crime.

9. Miscellaneous. The waiver by the Employer of a breach of any of the provisions of this Contract by the Employee shall not be construed as a waiver of any subsequent breach by the Employee. The rights and obligations of the Employer under this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer. This Contract is a personal employment contract and the rights, obligations and interests of the Employee hereunder may not be sold, assigned, transferred, pledged or hypothecated. This Contract contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Contract may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. This Contract shall be construed and enforced in accordance with the laws of the State of Florida. County, Florida, shall be proper venue for any litigation arising out of this Contract. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

Signed, sealed and delivered in the presence of:

EMPLOYER:

__________________________

a Florida corporation

__________________________

By: ________________________

Title: ______________________

Witnesses

EMPLOYEE:

__________________________

Witnesses
AGREEMENT made this _____ day of ___, 19_, between ______, INC., a Florida corporation, hereinafter called the "Employer", and _______, hereinafter called the "Employee".

WHEREAS, the Employee and Employer desire to set forth in writing their contract with respect to Employee’s employment by Employer;

NOW THEREFORE, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. Employment. Employer hereby employs Employee, and Employee hereby accepts such employment, upon the terms and conditions set forth in this Contract. The Employee shall be an employee and consultant for the Employer and for such other businesses, partnerships, firms and corporations as the Employer may direct from time to time, including but not limited to ______ and ______. The Employer shall be solely entitled to any compensation paid by any entity (other than the Employer) for the Employee’s services under this Contract, and the Employee shall not be entitled to additional compensation by reason of his performing services for an entity other than the Employer. The Employee agrees to devote his full time attention and best efforts to the performance of employment hereunder. The duties of employment shall include such duties as the Employer may assign to the Employee from time to time. The Employee shall initially have the title and position of _____ of the Employer, which title and position the Employer may change from time to time. In addition, the Employee shall have such other duties as may from time to time be reasonably assigned to him by the Employer. The Employee shall not have the authority to bind the Employer on any contract or obligation of any kind.

2. Compensation. The Employer agrees to pay the Employee as full compensation for all of Employee’s services to the Employer a monthly salary of $_______. The Employer shall also provide Employee such benefits as are in accordance with the Employer’s usual policy on holidays, sick leave, medical insurance, and other benefits, which may change from time to time.

3. Term of Employment. The term of employment began on ___, 19___, and shall extend until terminated as provided for herein.

4. Expense Reimbursement; Credit Cards. Employer shall reimburse Employee for the reasonable expenses that are approved by the Employer and are incurred by the Employee in performing duties under this Contract. Payment shall be made in accordance with Employer’s usual reimbursement policy, which may change from time to time. Employer may furnish Employee with one or more credit cards for the payment of such expenses. Such cards shall be used by
Employee only for expenses of the business of Employer for which the Employee would be entitled to reimbursement under this paragraph. Any use of such cards by Employee for any other purpose shall constitute a breach of this Contract, and amounts charged by such use shall constitute an indebtedness of the Employee to the Employer which shall be paid immediately upon demand and shall bear interest at the highest rate allowed by law. Employee may not use the credit cards for his personal expenses.

5. Restrictive Covenants. Employee hereby covenants and agrees as follows:

A. Employee will not at any time, either during employment or after employment terminates, directly or indirectly make known or divulge to any person, firm, or corporation the names or addresses of any of the customers, suppliers or potential customers of the Employer. As used in this Contract, "customers" includes all those to whom the Employer provides its products or services, and "suppliers" includes all those from whom the Employer obtains products or services, or any part thereof, and "potential customers" includes all those appearing on any list of potential customers or otherwise listed or discussed as a potential customer. As used in this Paragraph 5 (Restrictive Covenants), and only in this Paragraph 5 (Restrictive Covenants), the term "Employer" includes any entity for which the Employee has provided employment or consulting services under this Contract, including but not limited to the Employer, ______ and ______.

B. Employee will not, during the period of two (2) years after termination of employment, directly or indirectly, either for himself or for any other person, firm, or corporation, call upon, solicit, divert, or take away, or attempt to solicit, divert, or take away, any of the customers, suppliers or potential customers of the Employer.

C. Employee will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Employer, including, but not limited to, the names of any of its customers, suppliers or potential customers, or any other information concerning the business of the Employer, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, proprietary, material, or important; provided however, that Employee may disclose such information in the ordinary course of the Employer's business to a customer of the Employer and to another employee of the Employer it is reasonably necessary to do so.

D. All books, records, files, forms, reports, memorandums, papers, accounts and documents relating in any manner to the Employer's business or customers or suppliers, whether prepared or paid for by
Employee or anyone else, shall be the exclusive property of the Employer and shall be returned immediately to the Employer upon termination of employment or upon the Employer’s request at any time.

E. The parties hereby stipulate that each of the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Employer and affect its reputation and goodwill, and that any breach of the terms of this Paragraph 5 (Restrictive Covenants) is a material breach of this Contract, from which breach the Employee shall be enjoined. Employee shall pay Employer all costs and attorneys fees incurred by Employer in any legal action or proceeding.

6. **Termination on Death.** All rights of the Employee under this Contract shall terminate upon his death (other than rights accrued prior thereto). The Employer shall pay to the estate of the Employee such compensation as would otherwise have been payable to the Employee up to date on which his death occurs. The Employer shall have no additional financial obligation under this Contract to the Employee or his estate.

7. **Methods of Termination.** In addition to any methods of termination set forth elsewhere in this Contract, this Contract may also be terminated by any of the following methods:

A. Either the Employee or the Employer may terminate the employment of the Employee hereunder at any time by giving written notice to the other party at least sixty (60) days prior to the specified date of termination. Termination under this method does not require cause. Employee shall continue to be an employee of the Employer after such notice and until the termination date, unless his employment is terminated earlier by another method of termination set forth in this Contract.

B. The Employer may terminate the employment of the Employee at any time by giving written notice to the Employee and agreeing to continue to pay the Employee’s salary for sixty (60) days after any notice of termination. Termination under this method does not require cause.

C. The Employer may terminate the employment of the Employee, without notice, for any of the following reasons: (1) upon the Employee’s failure to promptly and adequately perform the duties assigned to him by the Employer, such performance to be judged in the sole discretion of the Employer; (2) upon the Employee’s breach of any provision of this Contract; or (3) for other good cause. The term “good cause” as used in this Contract shall include, but shall not be limited to, habitual absenteeism, dishonesty, insubordination, a pattern of conduct which tends to hold the Employer up to ridicule in the community, conduct disloyal to the Employer, or arrest or indictment for any crime.

8. **Payment of Indebtedness to Employer Upon Termination.** Any and all loans, advances, or other indebtedness which are due from
the Employee to the Employer shall become immediately due and payable in full on the date of termination of the Employee's employment, notwithstanding the fact that the indebtedness might otherwise have a later maturity date. All indebtedness which is not paid upon termination shall bear interest at the maximum rate then allowed by Florida law. The Employer may set the indebtedness off against any amounts which are due from the Employer to the Employee. At the time of entering into this Contract, the Employee owes the Employer for a loan secured by _____ and for a $______ loan.

9. **Stock.** The parties acknowledge that one of the duties to be given to the Employee under this Contract shall be to analyze the capital structure of, and to advise upon the possible means for restructuring, _____ ("______"). _____ is managed by the Employer, and _____'s stock is partially owned by the Employer's parent company _____ ("______"). In consideration of Employee's services under this Contract, if the Employee is not in breach of this Contract, the Employer hereby agrees that it will consent to the Employee designing a means of restructuring _____ by which the Employee may, during the term of this Contract, purchase up to _____ percent (_____%) of the outstanding capital stock of _____ after the restructure at a price which is the same price per share that _____ paid for its stock in ______. Payment of the purchase price shall be solely the obligation of the Employee. The Employer has the right to approve any restructure design before it is submitted to ______ or anyone else. The parties acknowledge and agree that any restructure of _____ must be in writing and approved by _____ in accordance with law before it is binding upon anyone; that _____ is not bound by this Contract or anything else to approve any restructure; that any purchase of stock by Employee may be regulated by the state or federal securities laws; and that the Employee's ability to purchase any stock in ______ is subject to these and other requirements, which requirements are the responsibility of the Employee to research, analyze, and recommend solutions for to the Employer. Any stock purchased by the Employee pursuant to this paragraph shall be subject to the right of the Employer to purchase same from the Employee upon the termination of this Contract, which right shall be set forth in a written document signed by both parties as part of the restructure. Any and all rights of Employee under this paragraph shall become void and unenforceable upon termination of this Contract. The parties expressly agree that the Employee shall not have any proprietary rights in any research, documents, or other work performed by the Employee on the restructure, since the Employee is performing this work as part of his employment duties to the Employer.

10. **Miscellaneous.** The waiver by the Employer of a breach of any of the provisions of this Contract by the Employee shall not be construed as a waiver of any subsequent breach by the Employee. The
§ 15.33  EMPLOYMENT AGREEMENTS  Ch. 15

rights and obligations of the Employer under this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer. This Contract is a personal employment contract and the rights, obligations and interests of the Employee hereunder may not be sold, assigned, transferred, pledged or hypothecated. This Contract contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Contract may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. This Contract shall be construed and enforced in accordance with the laws of the State of Florida. County, Florida, shall be proper venue for any litigation arising out of this Contract. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

EMPLOYER:

___ INC., a Florida Corporation

By: _____________________________

Title: ___________________________

Witnesses

EMPLOYEE:

Witnesses

§ 15.34  Employment Agreement—Purchasing Officer

THIS EMPLOYMENT AGREEMENT is made and entered into this _____ day of ______, 19___, by and between ______, a Florida corporation (the "Employer"), and ______, residing at _____ (the "Employee").

WITNESSETH:

1. Employment. The Employer hereby employs the Employee, and the Employee hereby accepts such employment, upon the terms and subject to the conditions set forth in this Agreement.

2. Term. Subject to the provisions of termination as hereinafter provided, the term of employment under this Agreement shall begin as of ______, 19___, and terminate on ______, 19___.

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3. Compensation; Reimbursement, Etc.
   (a) The Employer shall pay to the Employee as compensation for all services rendered by the Employee during the term of this Agreement a salary of $______, payable in weekly or other convenient installments, as determined by the Employer.

   (b) The Employee shall be entitled to such fringe benefits as may be provided from time to time by the Employer to other key staff employees occupying similar positions.

4. Duties. The Employee is engaged as the purchasing officer for the Employer. In addition, the Employee shall have such other duties as may from time to time be reasonably assigned to him by the Board of Directors of the Employer.

5. Extent of Services. During the term of his employment under this Agreement, the Employee shall devote such time, energy and attention during regular business hours to the benefit and business of the Employer as may be reasonably necessary in performing his duties pursuant to this Agreement and shall not be employed by any other person or engage in any other business or occupation.

6. Vacations and Days Off. The Employee shall be entitled to take a maximum of two (2) weeks vacation during the term of this Agreement, such vacation time to be taken at times determined in the manner most convenient to the business of the Employer. Such maximum vacation time may be extended with the approval, and in the sole discretion, of the Board of Directors of the Employer.

7. Illness or Incapacity, Termination on Death, Etc.
   (a) All rights of the Employee under this Agreement shall terminate upon his death (other than rights accrued prior thereto). The Employer shall pay to the estate of the Employee such compensation as would otherwise have been payable to the Employee up to the end of the month in which his death occurs. The Employer shall have no additional financial obligation under this Agreement to the Employee or his estate.

   (b)(i) During any period of disability, illness or incapacity during the term of this Agreement which renders the Employee at least temporarily unable to perform the services required under this Agreement, the Employee shall receive the compensation payable under Section 3(a) of this Agreement, less any benefits received by him under any insurance carried by or provided by the Employer. All rights of the Employee under this Agreement (other than rights already accrued) shall terminate as provided below upon the Employee's permanent disability (as defined below).

   (ii) The term "permanent disability" as used in this Agreement shall mean the inability of the Employee, as determined by the Board of Directors of the Employer, by reason of physical or mental disability to perform the duties required of him under this Agree-
ment for a period of thirty (30) days during the term of this Agreement. Successive periods of disability, illness or incapacity will be considered separate periods unless the latter period of disability, illness or incapacity is due to the same or related cause and commences less than two (2) months from the ending of the previous period of disability. Upon such determination, the Board of Directors may terminate the Employee’s employment under this Agreement upon seven (7) days prior written notice. If any determination of the Board of Directors with respect to permanent disability is disputed by the Employee, the parties hereto agree to abide by the decision of a panel of three physicians. The Employee and Employer shall each appoint one member, and the third member of the panel shall be appointed by the other two members. The Employee agrees to make himself available for and submit to examinations by such physicians as may be directed by the Employer. Failure to submit to any such examination shall constitute a breach of a material part of this Agreement.

8. Other Terminations.

(a)(i) Either the Employee or the Employer may terminate the employment of the Employee hereunder upon written notice given fifteen (15) days prior to the specified date of termination.

(ii) If the Employee gives notice pursuant to Section 8(a) above, the Employer shall have the right to relieve the Employee, in whole or in part, of his duties under this Agreement (without reduction in compensation) or to accelerate the date of termination to coincide with the date on which the written notice is received, with compensation to the Employee payable only to the date of termination.

(b)(i) The Employer may terminate the employment of the Employee hereunder without notice (1) upon the Employee’s failure to promptly and adequately perform the duties assigned to him by the Employer, such performance to be judged in the sole discretion of the Employer, (2) upon the Employee’s breach of any provision of this Agreement, or (3) for other good cause (as defined below).

(ii) The term “good cause” as used in this Agreement shall include, but shall not necessarily be limited to, habitual absenteeism, a pattern of conduct which tends to hold the Employer up to ridicule in the community, conduct disloyal to the Employer, conviction of any crime of moral turpitude and substantial dependence, as determined by the Board of Directors of the Employer, on any addictive substance, including but not limited to alcohol, amphetamines, barbituates, methadone, cannabis, cocaine, PCP, THC, LSD or illegal or narcotic drugs. If any determination of substantial dependence by the Board of Directors is disputed by the Employee, the parties hereto agree to abide by the decision of a panel of three physicians selected in the manner provided in
Section 7(b)(ii) of this Agreement. The Employee agrees to make himself available for and submit to examinations by such physicians as may be directed by the Employer. Failure to submit to any such examination shall constitute a breach of a material part of this Agreement.

(c) If the employment of the Employee is terminated pursuant to this Section 8, the Employer shall pay to the Employee any compensation earned but not paid to the Employee prior to such termination. Such payment shall be in full and complete discharge of any and all liabilities or obligations of the Employer to the Employee hereunder, and the Employee shall be entitled to no further benefits under this Agreement.

9. Disclosure. The Employee agrees that during the term of his employment by the Employer, he will disclose and disclose only to the Employer all ideas, methods, plans, developments or improvements known by him which relate directly or indirectly to the business of the Employer, whether acquired by the Employee before or during his employment by the Employer. Nothing in this Section 9 shall be construed as requiring any such communication where the idea, plan, method or development is lawfully protected from disclosure as a trade secret of a third party or by any other lawful prohibition against such communication.

10. Confidentiality. The Employee agrees to keep in strict secrecy and confidence any and all information the Employee assimilates or to which he has access during his employment by the Employer and which has not been publicly disclosed and is not a matter of common knowledge in the fields of work of the Employer. The Employee agrees that both during and after the term of his employment by the Employer, he will not, without prior written consent of the Employer, disclose any such confidential information to any third person, partnership, joint venture, company, corporation or other organization.

11. Specific Performance. The Employee agrees that damages at law will be an insufficient remedy to the Employer if the Employee violates the terms of Sections 9 or 10 of this Agreement and that the Employer would suffer irreparable damage as a result of such violation. Accordingly, it is agreed that the Employer shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of such sections, which injunctive relief shall be in addition to any other rights or remedies available to the Employer. The Employee agrees to pay to the Employer all costs and expenses incurred by the Employer relating to the enforcement of the terms of Sections 9 or 10 of this Agreement, including reasonable fees and disbursements of counsel (both at trial and in appellate proceedings).

12. Compliance With Other Agreements. The Employee represents and warrants that the execution of this Agreement by him and
his performance of his obligations hereunder will not conflict with, result in the breach of any provision of or the termination of or constitute a default under any Agreement to which the Employee is a party or by which the Employee is or may be bound.

13. **Waiver of Breach.** The waiver by the Employer of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach by the Employee.

14. **Costs of Enforcement.** In the event that either party hereto shall bring an action for breach or to otherwise enforce the terms, covenants and provisions of this Agreement and shall obtain a settlement or judgment in its favor, then that party shall be entitled to recover all costs and expenses incurred, including reasonable fees and disbursements of counsel, both at trial and in appellate proceedings.

15. **Binding Effect; Assignment.** The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer. This Agreement is a personal employment contract and the rights, obligations and interests of the Employee hereunder may not be sold, assigned, transferred, pledged or hypothecated.

16. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

17. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

18. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested, to the parties at the following addresses.

To the Employer: ____________________________________________

________________________________________

To the Employee at his address herein first above written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

EMPLOYER:

By: ________________________

_____, President

EMPLOYEE:

______________________________
§ 15.35 Employment Contract—Seller of Business

CONTRACT made and entered into this ___ day of __ _, 19_, by and between ______, a Florida corporation, hereinafter called the “Employer”, and ______, hereinafter called the “Employee”.

WHEREAS, Employee is a shareholder of ______, INC., a Florida corporation, hereinafter called “Seller”, which has this day sold most of its assets to Employer pursuant to a certain Contract For Sale of Assets of even date herewith (Seller is not a party to this Employment Contract); and

WHEREAS, the Employee and Employer desire to set forth in writing their contract with respect to Employee’s employment by Employer;

NOW THEREFORE, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. Employment. Employer hereby employs Employee, and Employee hereby accepts such employment, upon the terms and conditions set forth in this Contract. Employee shall devote his regular business time and attention to the business and affairs of Employer for at least forty (40) hours a week and shall devote said time during normal business hours Monday through Friday, except for vacations (paid time off) and holidays.

2. Term. The term of employment under this Contract shall be for ______ ( ) years beginning ______, 19_, and ending ______, 19_. Said term may be extended for one (1) additional three-year term by Employer and Employee entering into a signed written agreement at that time. The term of this Contract may be shortened at any time by the signed written agreement of both Employer and Employee.

3. Duties. The Employee’s duties shall, from this date to ______, 19_, consist of using his best efforts at assisting and training ______ to manage and operate the business. On ______, 19_, and thereafter during the term of this Contract, Employee’s duties shall consist of serving as an accounts salesperson for the business, with no assigned geographical territory, but he shall be assigned major customers (accounts) on an individual basis within the ______ area consisting of _______, _______, _______, and _______ Counties. These accounts shall include, but not be limited to, those accounts listed on Exhibit “A” attached hereto. Employee shall continue to assist in the training of ______ and new salespersons. The parties agree that Florida Statutes Sections 559.80-559.815 (Sale of Business Opportunities Act) is not applicable to this employment or to the sale of the business from Seller to Employer.

4. Compensation. During the period from this date to ______, 19_, Employer shall pay to Employee as compensation a weekly salary of ______ Dollars ($______). Beginning ______, 19_, Employer will pay Employee commissions in accordance with the commission schedule
set forth on Exhibit "B" attached hereto; provided however, that he shall be paid not less than ____ Dollars ($_____) each week during the period from ____, 19__, through ____, 19__.

5. Medical Insurance. Employer shall provide and pay for the same or equivalent medical and life insurance benefits that Employee now receives from _____ policy number ______.

6. Expense Reimbursement. Employer shall reimburse Employee for the reasonable expenses that Employee incurs in performing duties under this Contract, in accordance with Employer's policy established from time to time, including but not limited to automobile expense reimbursement at the rate of at least $______ a working day and telephone expense reimbursement at the rate of at least $______ a working day.

7. Automobile Insurance. During the term of this Contract, Employee shall maintain automobile liability insurance on Employee's vehicle to be used by Employee while performing services in Employer's business, with coverage limits of not less than $500,000/$500,000.

8. Paid Time Off. The Employee shall be entitled to the following paid time off: (a) ______ ( ) working days from the closing date through ______, 19__; (b) ______ ( ) working days in calendar year 19__; (c) ______ ( ) working days in calendar year 19__; and (d) ______ ( ) working days in calendar year 19__. Employee will be allowed to choose which particular days he will take off, except that he will not take off more than ten (10) working days at a time in 19__, 19__ and 19__. Employee may take off up to fifteen (15) working days at a time in 19__.

9. Illness or Disability, Termination on Death, Etc.

A. In the case of Employee's illness, short-term disability or other circumstances which would prevent Employee from fulfilling Employee's duties under this Contract for a period of more than six (6) weeks but less than six (6) months, Employee's territory and customers shall be temporarily reassigned to Employee's spouse ______ to provide the best account coverage. During such period, commissions to Employee will be paid in full. If Employee is fully able to reassume Employee's duties, Employee will reassume his full territory and customers upon returning to work. If Employee is only able to partially reassume Employee's duties, a reasonable adjustment of Employee's assigned territory and customers will be made. (The Employment Contract between Employer and ______ of even date herewith has a similar provision, and Employee hereby agrees to accept the temporary reassignment to Employee of ______'s territory and customers pursuant that Contract in case of the illness, disability, etc. of ______, without additional compensation to Employee since compensation will be continued to ______).
B. If the period Employee is unable to work continues for at least six (6) months but less than one (1) year, Employee's territory and customers will be temporarily reassigned, and Employee will not be paid any commissions during this period.

C. If the period Employee is unable to work continues beyond one (1) year, then this Employment Contract shall terminate upon written notice by either party to the other party.

10. **No Assignment.** This Contract may not be assigned or delegated by either party.

11. **Costs of Enforcement.** In the event that either party hereto shall bring an action for breach or to otherwise enforce the terms, covenants or provisions of this Contract and shall obtain a judgment in its favor, then that party shall be entitled to recover all costs and expenses incurred, including reasonable fees, both at trial and in appellate proceedings.

12. **Entire Agreement.** This Contract contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Contract may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

13. **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

**EMPLOYER:**

[Firm Name]

By: ________________________  

______, President

Witnesses

**EMPLOYEE:**

[Firm Name]

Witnesses

**PERSONAL GUARANTY**

In consideration of Employee entering into the foregoing Employment Contract with Employer, which Employer is a corporation owned wholly by the undersigned, the undersigned _______ and _______, his wife, jointly and severally, hereinafter called "Guarantors", hereby
agree that they personally guarantee the performance of the foregoing Employment Contract by Employer, as well as the payments to be made thereunder. Guarantors hereby agree that Employer and Employee may from time to time amend the contract by signed and written agreement, and that Guarantors shall remain personally liable on the contract as amended without their signing same. Guarantors also agree that no additional notice of any kind need be given to them in order to hold them liable on this guaranty. Guarantors may be joined in any action against Employer in connection with the contract. Employee may recover against Guarantors without first bringing suit or recovering against Employer. Guarantors' liability on the contract shall be primary, joint and several with Employer and not secondary. This guaranty shall inure to the benefit of Employee and its heirs and personal representatives and shall be binding upon the Guarantors and their heirs and personal representatives. This guaranty is executed simultaneously with the foregoing contract and is a material inducement to Employee to enter into this contract. Employee hereby accepts this guaranty by entering into the foregoing Employment Contract.

GUARANTORS:

Witnesses

Witnesses

EXHIBIT "B" TO ______ EMPLOYMENT CONTRACT

COMMISSION FORMULA

1. For a sales order with a mark-up of at least thirty-five percent (35%) over cost, commission is ______ percent (_______%) of Gross Profit.

2. For a sales order with a mark-up of at least thirty percent (30%) but less than thirty-five percent (35%) over cost, commission is ______ percent (_______%) of Gross Profit.

3. For a sales order with a mark-up of at least twenty-five percent (25%) but less than thirty percent (30%) over cost, commission is ______ percent (_______%) of Gross Profit.

4. For a sales order with a mark-up of less than twenty-five percent (25%) over cost, commission is determined by agreement of Employer and Employee on a case-by-case basis.

5. Notwithstanding the foregoing, commissions may exceed the above percentages for sales orders with large Gross Profits, depending on
the types of product sold, who the customer is, the terms of payment by the customer, etc.

6. As used herein, "Gross Profit" means the difference between the gross sales price as shown on the invoice to the customer, and the Employer's delivered cost of the goods sold as shown in the records of the Employer, less freight charge for delivery to customer if freight charge is not paid by customer.

7. For example, if Employee sells an item for $140 having a delivered cost of $100 and the customer does not pay the $5 freight charge for delivery, then Gross Profit is $140 - $100 - $5 = $35, and the commission is ______% of that, which is equal to $_____.

§ 15.36 Employment Agreement—Office Manager

AGREEMENT made as of _____, 19_, between _____ INC., a Florida corporation, hereinafter called the "Corporation", and _____, hereinafter called the "Employee".

In consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Employment and Duties. The Corporation hereby employs the Employee as office manager of the Corporation. The Employee shall supervise the office, staff, salesmen, laborers, contracts, supplies, materials and other office activities of the Corporation, subject to the direction and control of the general manager, officers and Board of Directors of the Corporation. The Employee is also authorized to obtain orders for work for the Corporation, but this is not to interfere with Employee's other duties in any way. The Corporation has the absolute right to refuse to accept orders procured by the Employee. The Employee hereby accepts this employment and agrees to devote his full time, full attention and best efforts to performance of his duties, which shall include such additional duties as the officers or Board of Directors may from time to time assign to him. The Employee shall perform all his duties in a manner satisfactory to the officers and Board of Directors. The Employee shall obey all policy, rules and orders of the Corporation set by the officers and Board of Directors.

2. Compensation. The Corporation shall pay to the Employee the following amounts as compensation for his services:

   (a) Weekly. _____ Dollars ($_____ ) a week (less required deductions for social security and withholding tax and any voluntary deductions), to be applied against any amount due to Employee under the next subparagraphs.

   (b) Annual Bonus on Net Profit Before Taxes. As additional compensation, an annual bonus equal to _____ percent (_____%) of the Corporation's annual net profit before taxes for that year.
(c) "Net Profit Before Taxes". Wherever used in this agreement, the phrase "net profit before taxes" shall mean the net income of the Corporation before allowances for its federal and state income taxes, as determined by the Corporation’s certified public accountant. Such computation shall be made in accordance with generally accepted accounting principles consistently applied. The Employee’s annual bonus on net profit before taxes shall be deducted from gross income to arrive at net profit. The formula shall be adjusted as necessary so that the Employee shall not share in any profits realized on transactions consummated after termination of his employment. Any annual net loss shall carry forward as a deduction in computing net profit for successive years.

(d) Annual Bonus on Net Profit After Taxes. As additional compensation, another annual bonus equal to ______ percent (_______%) of such amount of the Corporation’s annual net profit after taxes as is determined, in the sole discretion of the Board of Directors, to be available for distribution as compensation.

(e) "Net Profit After Taxes". Wherever used in this agreement, the phrase "net profit after taxes" shall mean the net income of the Corporation after allowance for its federal and state income taxes, as determined by the Corporation’s certified public accountant. In all other respects, the provisions in subparagraph (c) above in defining “net profit before taxes” shall be applicable in defining “net profit after taxes”.

(f) Payment of Commission and Bonus. The annual bonuses shall be computed and paid annually, less any amounts previously paid to Employee under subparagraph (a) above or as an advance on bonus and less a reasonable reserve for possible future losses to be determined in the sole discretion of the officers or Board of Directors. Advances to Employee on annual bonus may, in the sole discretion of the officers of the Corporation and only after their approval, be paid to Employee, but any overpayments shall be immediately returned by Employee to the Corporation.

(g) Commission. As additional compensation, a monthly commission equal to ______ percent (_______%) of the Employee’s own personal gross sales for the Corporation for the month, but not to exceed a maximum commission of ______ Dollars ($______) a month. Only orders for work completed and paid shall be included in "gross sales". This commission shall be in addition to the compensation provided for in the foregoing subparagraphs.

3. Term. The term of this agreement shall be ______ ( ) year beginning ______, 19____, and ending ______, 19_____; but shall thereafter automatically continue from week to week unless either party gives written notice to the other party that it shall expire on that date. However, either party may terminate this agreement at any time by written notice to the other party.
4. **Transportation.** The Corporation shall provide a motor vehicle for the Employee's transportation on behalf of the Corporation's business and shall pay for gas used in such vehicle for such business purpose. The Employee may drive the vehicle to and from work, but may not use the vehicle for any other personal purpose. The Employee agrees to abide by any and all policies and rules which the Corporation places upon use of such vehicle. The Employee agrees to take good and proper care of the vehicle, less reasonable wear and tear. The title and right to possession of the vehicle shall at all times remain in the Corporation.

5. **Hospitalization Insurance.** The Corporation shall pay for hospitalization insurance for the Employee with such insurance company and such coverages as the Corporation from time to time chooses. The Employee shall have the right to add his wife and minor children to the policy coverage by paying the additional premium for them and satisfying any other conditions of the insurance company.

6. **Stock Option.** If this agreement is in force and if Employee is not in default of this agreement, then the Employee shall, on the _____ day of _____, 19___, become entitled to an option to purchase up to ninety (90) shares of the common stock of the Corporation at a price per share equal to the price per share of the stock issued to the Corporation's original shareholder, as determined by the Corporation's certified public accountant. Such option shall expire on _____, 19___, if not fully exercised. Such option is personal to Employee and may not be encumbered, assigned, transferred or otherwise disposed of. Such option shall be exercised by written notice delivered to the Corporation together with a cashier's check for the purchase price. Such option does not constitute an offer to purchase stock until Employee is provided with, or given reasonable access to, full and fair disclosure of all material information relating to the business and affairs of the Corporation and the purchase of its stock. If he exercises the option, then (a) Employee shall represent and warrant to the Corporation that he takes such shares for investment only and not for purposes of resale, and (b) Employee shall enter into a stock redemption agreement with the Corporation in the form attached hereto at a price equal to the Employee's purchase price, and (c) Employee shall agree not to transfer any shares without first having obtained an opinion of counsel acceptable to the Corporation that such shares may be transferred without registration or other action under the federal or state securities laws.

7. **Stock Owned by Original Shareholder.** In consideration of the Employee's promises made in this agreement, _____, a Florida corporation and the original shareholder of the Corporation, agrees that the Employee shall, as long as this agreement is in force and Employee is not in default of this Agreement, have the first right of refusal to purchase up to _____ percent (______%) of the common stock of the
Corporation which ____ may, from time to time, decide to sell, at such price and on such terms as ____ determines. ____, another employee of the Corporation, shall have the first right of refusal to the other ____ percent (____%), but if he fails to exercise his right fully, then the Employee may exercise any unexercised portion. The Employee shall have ten (10) days to exercise such right by written notice to ____ after Employee receives notice that ____ desires to sell some or all of its stock. ____ is not obligated to sell any or all of its stock unless it desires to do so. ____ is a corporation separate and apart from the Corporation and is not entering into the management or operation of the Corporation by granting Employee this right. In no way shall Employee become entitled to purchase stock in ____.

8. Restrictive Covenants.

(a) Similar Business. During the term of this Agreement and during the period of one year immediately after termination of employment, Employee will not directly or indirectly own, manage, be employed by, engage in, carry on or be connected in any like manner with any other business similar to the type of business conducted by the Corporation within one hundred (100) miles of any office or job site of the Corporation.

(b) Customers. Employee will not at any time, either directly or indirectly, make known or divulge to any person, firm, or corporation the names or addresses of any of the customers of the Corporation at the time Employee entered the employ of the Corporation or with whom Employee became acquainted after entering the employ of the Corporation. Furthermore, Employee will not, during the period of one year immediately after termination of employment, directly or indirectly, either for himself or for any other person, firm, or corporation, call upon, solicit, divert, or take away or attempt to solicit, divert, or take away any of the customers or patrons of the Corporation upon whom Employee called, whom he solicited, to whom he catered, or with whom he became acquainted during his employment with the Corporation.

(c) Information. Employee will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Corporation, including, without limitation, the names of any of its customers, the prices it obtains or has obtained or at which it sells or has sold its products, or any other information concerning the business of the Corporation, its manner of operation, or its plans, processes, or other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.
(d) **Records.** All books, records, reports, accounts and documents relating in any manner to the Corporation's business or customers, whether prepared by Employee or otherwise coming into Employee's possession, shall be the exclusive property of the Corporation and shall be returned immediately to the Corporation on termination of employment or on the Corporation's request at any time.

(e) **Breach.** The parties hereby stipulate that, as between them, each of the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Corporation, and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement, from which Employee may be enjoined and for which the Employee shall also pay to the Corporation all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from the breach, together with interest, costs and attorneys fees to collect such damages. Any lawsuit for breach may be brought in ______ County, Florida, which shall be a proper venue.

9. **Breach.** If Employee breaches any provision of this Agreement, then the Corporation shall be entitled to injunction and damages in accordance with the provisions of subparagraph (e) of Paragraph 8 above.

10. **Waiver of Breach.** The waiver by the Corporation of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

11. **Assignment.** The rights and obligations of the Corporation under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Corporation. Employee shall not assign his rights or obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

EMPLOYEE: ______________ (SEAL)

Witnesses

CORPORATION: By: ______________

______, President
§ 15.37 Employment Agreement—Manager

AGREEMENT made between _______, a Florida corporation, hereinafter called the "Corporation", and ________, hereinafter called the “Employee.”

1. Employment. The Corporation hereby employs the Employee, and the Employee hereby accepts employment upon the terms and the conditions hereinafter set forth.

2. Duties. The Employee is engaged as manager and shall perform all duties incident to his position as manager, including employment and supervision of the office help, salespersons and installers under his or her office. Employee is authorized to obtain orders for installations of ______ and to collect deposits and other payments on these orders for the Corporation. The Employee is not authorized to set compensation for other employees. The duties of the Employee may be specified and modified from time to time by the Corporation. The Employee agrees that he will at all times perform the required services faithfully, industriously and to the best of his ability and experience. Employee shall perform all duties required under this Agreement in a satisfactory manner, and employment hereunder shall continue only so long as the performance of such duties is and remains satisfactory. The Corporation shall be the sole judge of whether Employee's duties are performed satisfactorily. Employee shall obey all rules and regulations of the Corporation, including, without limitation, those set out in the Employees' Handbook, which Employee hereby acknowledges having read. He agrees that he will devote his entire time, attention and energies to the business of the Corporation, and shall not during the term of this Agreement be engaged in any other business activity; but he may invest his assets in a manner not requiring any services of the Employee.

3. Compensation. The Corporation shall pay Employee as full payment for services rendered under this Agreement a minimum compensation of $_______ per week, including both wages and commissions, and such additional wages and commissions as may from time to time be agreed upon. Changes, either by way of increase or decrease, may be made in the amount of such additional wages or additional rate of commissions at any time without invalidating this Agreement. In addition, the Corporation shall pay to the Employee as compensation a commission on sales completed by the Employee during the effective period of this Agreement. The precise commission and the manner and basis on which it is applied shall be set by the Corporation from time to time. The Employee shall be paid after the job is completed and full.
payment has been received by the Corporation. No commission shall be paid on a sale if payment must be collected by an attorney, by lawsuit, or by a collection agency or if final payment is not made within thirty (30) days after it is due. In addition, no commission shall be paid on discounts, claims, allowances and jobs not completed, whether or not the Corporation is at fault. The Corporation has the absolute right to refuse to accept orders procured by the Employee. Commissions on accounts unpaid or on jobs not completed at the time of Employee’s termination, for cause or otherwise, shall be forfeited and shall not be paid to the Employee.

4. Advances. The Corporation may advance to the Employee sums against commissions to be earned. Unearned advances shall be repaid by the Employee to the Corporation upon termination of employment.

5. Term. The term of this Agreement shall begin immediately and shall terminate:

(a) By either party at any time by notice to the other party; or,
(b) Upon the death of the Employee.

6. Restrictive Covenants.

(a) Similar Business. During the term of this Agreement and during the period of two years immediately after termination of employment, Employee will not directly or indirectly own, manage, be employed by, engage in, carry on or be connected in any like manner with any other ________ business similar to the type of business conducted by the Corporation at the time of the termination of employment within 100 miles of any office of the Corporation.

(b) Customers. During the period of two years immediately after termination of employment, Employee will not, either directly or indirectly, make known or divulge to any person, firm, or corporation the names or addresses of any of the customers of the Corporation at the time Employee entered the employ of the Corporation or with whom Employee became acquainted after entering the employ of the Corporation. Furthermore, Employee will not, during the period of two years immediately after termination of employment, directly or indirectly, either for himself or for any other person, firm, or corporation, call upon, solicit, divert, or take away or attempt to solicit, divert, or take away any of the customers or patrons of the Corporation upon whom Employee called, whom he solicited, to whom he catered, or with whom he became acquainted during his employment with the Corporation.

(c) Information. Employee will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Corporation, including, without limitation, the names of any of its customers, the
prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Corporation, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

(d) Records. All books, records, reports, accounts and documents relating in any manner to the Corporation's business or customers, whether prepared by Employee or otherwise coming into Employee's possession, shall be the exclusive property of the Corporation and shall be returned immediately to the Corporation on termination of employment or on the Corporation's request at any time.

(e) Breach. The parties hereby stipulate that, as between them, each of the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Corporation, and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement, from which Employee may be enjoined and for which the Employee shall also pay to the Corporation the sum of ______ Dollars ($_____) to compensate the Corporation for injury by reason of such breach. Because the injury that the Corporation may sustain by reason of such breach would not be readily ascertainable and would not be easily susceptible of proof, such sum is agreed on as liquidated damages and is intended as compensation for the injury suffered by the Corporation, rather than as a penalty.

7. Waiver of Breach. The waiver by the Corporation of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

8. Assignment. The rights and obligations of the Corporation under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Corporation. Employee shall not assign his rights or obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the _____ day of _______, 19__.

Signed, sealed and delivered in the presence of:

EMPLOYEE:

_____________________________    ______________________________ (SEAL)

Witnesses to EMPLOYEE
§ 15.38 Employment Agreement—Salesperson

AGREEMENT made between _____, a Florida corporation, hereinafter called the "Corporation", and _____, hereinafter called the "Employee."

1. Employment. The Corporation hereby employs the Employee, and the Employee hereby accepts employment upon the terms and the conditions hereinafter set forth.

2. Duties. The Employee is engaged as a salesperson to sell products and services for the Corporation in the territories designated by the Corporation. The Employee's territory is neither exclusive nor guaranteed to remain the same. The Employee is authorized to obtain orders for the installation of _____ and to collect deposits and other payments on these orders for the Corporation. The duties of the Employee may be specified and modified from time to time by the Corporation. The Employee agrees to perform the required services faithfully, industriously and to the best of his or her ability and experience at all times. Employee shall perform all duties required under this Agreement in a satisfactory manner, and employment hereunder shall continue only so long as the performance of such duties is and remains satisfactory. The Corporation shall be the sole judge of whether Employee's duties are performed satisfactorily. Employee shall obey all rules and regulations of the Corporation, including, without limitation, those set out in the Employees' Handbook, which Employee acknowledges having read. The Employee shall devote his entire time, attention and energies to the business of the Corporation, and shall not during the term of this Agreement be engaged in any other business activity; but he or she may invest assets in a manner not requiring services of the Employee.

3. Compensation. The Corporation shall pay to the Employee as compensation a commission on sales completed by the Employee during the effective period of this Agreement. The precise commission and the manner and basis on which it is applied shall be set by the Corporation from time to time. The Employee shall be paid after the job is completed and full payment has been received by the Corporation. No commission shall be paid on a sale if payment must be collected by an attorney, by lawsuit, or by a collection agency or if final payment is not made within thirty (30) days after it is due. In addition, no commission shall be paid on discounts, claims, allowances and jobs not completed, whether or not the Corporation is at fault. The Corporation has the absolute right to refuse to accept orders procured by the Employee.
Commissions on accounts unpaid or on jobs not completed at the time of Employee's termination, for cause or otherwise, shall be forfeited and shall not be paid to the Employee.

4. **Advances.** The Corporation may advance to the Employee sums against commissions to be earned. Unearned advances shall be repaid by the Employee to the Corporation upon termination of employment.

5. **Term.** The term of this Agreement shall begin immediately and shall terminate:

(a) By either party at any time by notice to the other party; or,

(b) Upon the death of the Employee.

6. **Restrictive Covenants.**

(a) **Similar Business.** During the term of this Agreement and during the period of two years immediately after termination of employment, Employee will not directly or indirectly own, manage, be employed by, engage in, carry on or be connected in any like manner with any business similar to the type of business conducted by the Corporation at the time of the termination of employment within 100 miles of any office of the Corporation.

(b) **Customers.** During the two year period immediately after termination of employment, Employee will not, either directly or indirectly, make known or divulge to any person, firm, or corporation the names or addresses of any of the customers of the Corporation at the time Employee entered the employ of the Corporation or with whom Employee became acquainted after entering the employ of the Corporation. Furthermore, Employee will not, during the period of two years immediately after termination of employment, directly or indirectly, either for himself or for any other person, firm, or corporation, call upon, solicit, divert, or take away or attempt to solicit, divert, or take away any of the customers or patrons of the Corporation upon whom Employee called, whom he solicited, to whom he catered, or with whom he became acquainted during his employment with the Corporation.

(c) **Information.** Employee will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Corporation, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Corporation, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.
(d) Records. All books, records, reports, accounts and documents relating in any manner to the Corporation’s business or customers, whether prepared by Employee or otherwise coming into Employee’s possession, shall be the exclusive property of the Corporation and shall be returned immediately to the Corporation on termination of employment or on the Corporation’s request at any time.

(e) Breach. The parties hereby stipulate that, as between them, each of the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Corporation, and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement, from which Employee may be enjoined and for which the Employee shall also pay to the Corporation the sum of __________ ($________) DOLLARS to compensate the Corporation for injury by reason of such breach. Because the injury that the Corporation may sustain by reason of such breach would not be readily ascertainable and would not be easily susceptible of proof, such sum is agreed on as liquidated damages and is intended as compensation for the injury suffered by the Corporation, rather than as a penalty.

7. Waiver of Breach. The waiver by the Corporation of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

8. Assignment. The rights and obligations of the Corporation under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Corporation. Employee shall not assign his rights or obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of ___, 19___.

Signed, sealed and delivered in the presence of:

EMPLOYER:

_____________________________ (SEAL)

Witnesses to EMPLOYER

_____________________________

Witnesses to EMPLOYEE

_____________________________

BY: ________________________ (SEAL)

Witnesses to EMPLOYER

______, President

§§ 15.39–15.99 are reserved for supplementary material.
C. CONFIDENTIALITY AGREEMENT

§ 15.100 Agreement With Employee

AGREEMENT made between ____, a Florida corporation, hereinafter called the "Corporation", and
(name), of
(address), hereinafter called the "Employee".

WHEREAS, Employee is employed as an agent or employee of the Corporation; and

WHEREAS, the parties desire that the Employee enter into covenants with the Corporation as allowed by Section 542.33(2), Florida Statutes;

NOW THEREFORE, in consideration of Corporation employing Employee at this time, which employment Corporation may terminate at will, Employee hereby agrees as follows:

1. No Carry on Similar Business. As long as Employee is an agent or employee of Corporation, and also for the period of two (2) years after termination of employment, Employee will not directly or indirectly own, manage, be employed by, engage in, carry on or be connected in any other manner with any business in the State of Florida engaged in ____________________ or any other business similar to the type of business conducted by the Corporation at that time.

2. No Disclosure of Customers. Employee will not at any time, either during employment or after employment terminates, directly or indirectly make known or divulge to any person, firm, or corporation the names or addresses of any of the customers of the Corporation.

3. No Solicit Customers. Employee will not, during the period of two (2) years after termination of employment, directly or indirectly, either for himself or for any other person, firm, or corporation, call upon, solicit, divert, or take away, or attempt to solicit, divert, or take away, any of the customers of the Corporation.

4. No Disclose Information. Employee will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Corporation, including, but not limited to, the names of any of its customers or prospective customers or any other information concerning the business of the Corporation, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important; provided however, that Employee may
disclose such information to a customer of the Corporation in the ordinary course of business and may disclose such information to another employee of the Corporation in the ordinary course of working together for the Corporation.

5. **Records Belong to Corporation.** All books, records, files, forms, reports, accounts and documents relating in any manner to the Corporation's business or customers, whether prepared by Employee or anyone else, shall be the exclusive property of the Corporation and shall be returned immediately to the Corporation upon termination of employment or upon the Corporation's request at any time.

6. **Breach.** The parties hereby stipulate that each of the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Corporation and affect its reputation and goodwill, and that any breach of the terms of this Agreement is a material breach of this Agreement, from which Employee may be enjoined and for which the Employee shall also pay to the Corporation all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from the breach, together with interest, costs and attorneys fees to collect such damages. Any lawsuit for breach may be brought in Pinellas County, Florida, which shall be a proper venue.

7. **No Waiver of Breach.** Corporation may waive a provision of this Agreement only in a writing signed by any two officers of Corporation. The waiver by the Corporation of a breach by Employee of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Employee.

8. **Assignment.** The rights and obligations of the Corporation under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Corporation. Employee shall not assign his rights or obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 19__.

**EMPLOYEE:**
__________________________________________  ___________________________ (SEAL)

Witnesses

**CORPORATION:**
______, a Florida Corporation
__________________________________________
By: __________________________________________

Title: ________________________________________

Witnesses
§ 15.101 EMPLOYMENT AGREEMENTS

§ 15.101 Employee Confidentiality and Non-solicitation Agreement

Corporation:  
Employee:  
Date:  

WHEREAS, Employee is employed as an agent or employee of the Corporation; and serves at the will of the Corporation; and

WHEREAS, the parties desire that the Employee enter into covenants with the Corporation;

NOW THEREFORE, in consideration of Corporation employing Employee at this time, which employment may be terminated at will by either party, Employee hereby agrees as follows:

1. **No Disclosure of Customers or Suppliers.** Employee will not at any time, either during employment or after employment terminates, directly or indirectly make known or divulge to any person, firm, or corporation the names or addresses or any other information as to any of the customers, advertisers, vendors or suppliers of the Corporation. The Employee agrees that this is confidential information which is owned solely by the Corporation.

2. **No Solicit Customers, Suppliers or Advertisers.** Employee will not, during the period of three (3) years after termination of employment, directly or indirectly, either for himself or for any other person, firm, or corporation, call upon, compete for, solicit, divert, or take away, or attempt to divert or take away, any of the customers, suppliers, endorsers or advertisers of the Corporation within two hundred (200) miles of any store operated by the Corporation.

3. **No Disclose Information.** Employee will not at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation, in any manner whatsoever, any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Corporation, including, but not limited to, the names of any of its customers or prospective customers or any other information concerning the business of the Corporation, its manner of operation, its plans, its vendors, its suppliers, its advertising, its marketing, its methods, its practices, or any other information of any kind, nature, or description, without regard to whether any or all of the foregoing matters would otherwise be deemed confidential, material, or important.

4. **Records Belong to Corporation.** All books, records, files, forms, reports, accounts, papers and documents relating in any manner to the Corporation’s business, vendors, suppliers or customers, whether prepared by Employee or anyone else, are the exclusive property of the Corporation and shall be returned immediately to the Corporation upon
termination of employment or upon the Corporation's request at any time.

5. **Breach.** The parties hereby agree that each of the foregoing matters is important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Corporation and affect its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which Employee may be enjoined and for which the Employee shall also pay to the Corporation all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from the breach, together with interest, costs and the Corporation's reasonable attorneys fees (through appeal) to enforce this Agreement. Any lawsuit for breach may be brought in _____ County, Florida, which shall be a proper venue.

6. **No Waiver.** Corporation may waive a provision of this Agreement only in a writing signed by the President of Corporation. The waiver by the Corporation of a breach by Employee of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Employee.

7. **Assignment.** The rights of the Corporation under this Agreement may be assigned. Employee shall not assign his or her rights or obligations under this Agreement.

8. **Headings.** The paragraph headings of this Agreement are not a substantive part of this Agreement and shall not limit or restrict this Agreement in any way.

9. **Not Contract for Employment.** This Agreement is not an employment contract and does not give Employee any employment rights.

**EMPLOYEE:**

Signed: _______________ (SEAL)

Witness

Printed: _______________

Accepted by Corporation: _____, a Florida Corporation

By: _______________

Officer's Title: _______________

**§ 15.102 Employee Confidentiality and Non-solicitation Agreement—Another Form**

Corporation: _______________

Employee: _______________

Date: _____, 19__
WHEREAS, Employee is employed as an agent or employee of the Corporation; and serves at the will of the Corporation; and

WHEREAS, the parties desire that the Employee enter into covenants with the Corporation;

NOW THEREFORE, in consideration of Corporation employing Employee at this time, which employment may be terminated at will by either party, Employee hereby agrees as follows:

1. **No Disclosure of Customers or Suppliers.** Employee will not at any time, either during employment or during the period of two (2) years after employment terminates, in any fashion, form, or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation, in any manner whatsoever, any confidential information regarding the operations of the Corporation, including, but not limited to, information concerning manufacturing processes, sales techniques, pricing and prices, supplies and suppliers, advertising and advertisements, and names of customers. The Employee agrees said confidential information is proprietary to the Corporation, and constitutes a trade secret owned exclusively by the Corporation, the disclosure of which would be harmful and damaging to the Corporation's business.

2. **No Solicit Customers, Suppliers or Advertisers.** Employee will not, either during employment or during the period of two (2) years after termination of employment, directly or indirectly, either for himself or for any other person, firm, or corporation, take any action or perform any services which are similar to the actions taken or services performed by Employee for Corporation during said time which actions or services are designed to or in fact call upon, compete for, solicit, divert, or take away, or attempt to divert or take away, any of the customers, suppliers, endorsers or advertisers of the Corporation whom Employee knew to be customers, suppliers, endorsers or advertisers of the Corporation, within Employee's designated territory. Employee's designated territory is:

3. **Records Belong to Corporation.** All books, records, files, forms, reports, accounts, papers and documents relating in any manner to the Corporation's business, vendors, suppliers or customers, whether prepared by Employee or anyone else, are the exclusive property of the Corporation and shall be returned immediately to the Corporation upon termination of employment or upon the Corporation's request at any time.

4. **Breach.** The parties hereby agree that each of the foregoing matters is important, material, and confidential, and gravely affect the effective and successful conduct of the business of the Corporation and affect its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which Employ-
ee may be enjoined and for which the Employee shall also pay to the Corporation all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from the breach, together with interest, costs and the Corporation's reasonable attorneys fees (through appeal) to enforce this Agreement.

5. **No Waiver.** Corporation may waive a provision of this Agreement only in a writing signed by the President of Corporation. The waiver by the Corporation of a breach by Employee of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Employee.

6. **Assignment.** The rights of the Corporation under this Agreement may be assigned. Employee shall not assign his or her rights or obligations under this Agreement.

7. **Headings.** The paragraph headings of this Agreement are not a substantive part of this Agreement and shall not limit or restrict this Agreement in any way.

8. **Not Contract for Employment.** This Agreement is not an employment contract and does not give Employee any employment rights.

9. **Notification of Subsequent Employment.** During a period of two (2) years immediately following the termination of Employee's employment, Employee shall notify Corporation in writing by U.S. Mail, return receipt requested, within five (5) days of accepting employment with any other employer (including self-employment). Said notice shall include the name, address, and telephone number of the new employer(s), the date employment began, and the duties to be performed by Employee.

10. **Miscellaneous.** No change, addition, deletion or amendment of this Agreement shall be valid or binding upon either party unless in writing and signed by the party, except that notices of changes in Employee's territory may be oral and need not be signed by the parties, and such notices will operate to modify the territory designated in paragraph 2. It is declared by both parties that there are no oral or other agreements or understandings between the parties affecting this Agreement. This Agreement replaces and supercedes all prior agreements and understandings as to this subject matter.

    **EMPLOYEE:**

    ____________________________  Signed: __________________ (SEAL)

    Witness

    ____________________________

    Printed: ____________________

    Accepted by Corporation: 179
EMPLOYMENT AGREEMENTS

By: 

Officer's Title: 

Employment Agreement

In consideration of the above Corporation employing me at this time, I hereby covenant and agree with the Corporation as follows:

1. Non-Compete. I will not do or attempt to do any of the following, either directly or indirectly, during my employment or during the period of two (2) years after my employment terminates, within two hundred (200) miles of any business of the Corporation or within the radio, cable or television marketing range of any business of the Corporation: (a) compete against the Corporation; (b) carry on a business similar to the Corporation's business; (c) engage in a business similar to the Corporation's business; (d) solicit old customers of the Corporation; (e) or own, manage, be employed by, work for, consult for, be an officer or director of, advise, represent, engage in, or carry on any business engaged in the design, manufacture or sale of ______ or any other business similar to the type of business engaged in by the Corporation at that time.

2. Injunction and Damages. I agree that this Agreement is important, material, confidential, and gravely affects the effective and successful conduct of the business of the Corporation and affects its reputation and goodwill. The Corporation is entitled to obtain an injunction and damages for any breach of this Agreement, including but not limited to compensatory, incidental, consequential, exemplary, and lost-profits damages. I agree to pay the Corporation's reasonable attorneys fees and costs for enforcement of this Agreement if I breach this Agreement.

3. Miscellaneous. Wherever used in this Agreement, the phrase "directly or indirectly" includes, but is not limited to, acting through my wife, children, parents, brothers, sisters, or any other relatives, friends, trustees, agents or associates. The Corporation may waive a provision of this Agreement only in a writing signed by the President of the Corporation and specifically stating what is waived. The rights of the Corporation under this Agreement may be assigned, but I may not assign my rights or obligations under this Agreement. The title of this Agreement and the paragraph headings of this Agreement are not substantive parts of this Agreement and shall not limit or restrict this Agreement in any way. This Agreement is not a contract for future employment and does not change the fact that my employment may be terminated at any time by either me or the Corporation. This Agreement survives after my employment terminates. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon me or the Corporation unless in writing and signed by
me and the Corporation. This Agreement is in addition to any other agreement signed by me and does not supersede any other agreement. This Agreement is intended to be a valid contract under Section 542.33, Florida Statutes. If a court of competent jurisdiction finally determines this agreement to be unreasonable, then said court may reduce the term of years or the geographical range, or both, so as to be reasonable. This Agreement shall be governed by Florida law.

EMPLOYEE __ _, a Florida Corporation

Printed name: ________________

By: ______________

Signature: ______________ (Seal) Title: ______________

Date: ____, 19__ Date: ____, 19__

§§ 15.104–15.199 are reserved for supplementary material.

D. MISCELLANEOUS

§ 15.200 Modification of Employment Agreement

AGREEMENT made this _____ day of _____, 19___, between _____, a Florida corporation, hereinafter called the “Employer” and _____, hereinafter called the “Employee”.

The parties hereby agree that the Employment Agreement dated _____, 19___, between _____ and _____ is hereby modified and amended by changing Section Three to read as follows:

SECTION THREE. COMPENSATION

a. Base Salary. In consideration of services rendered under this agreement, from and after the date hereof, employee shall receive a base salary of _____ _____ DOLLARS (_____) a month. The base salary may be changed by mutual agreement of the parties at any time.

In all other respects, the Employment Agreement shall remain as it existed prior to this Modification.

IN WITNESS WHEREOF, the parties or their authorized representatives have signed this Modification as of the day and year first above written.

EMPLOYER: ______________

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EMPLOYMENT AGREEMENTS

§ 15.200

By: __________________________

_____, President

EMPLOYEE:

§ 15.201 Termination Agreement

AGREEMENT made this _____ day of _____, 19___, between
_____ INC., a Florida corporation, hereinafter called the “Employer”,
and _____, hereinafter called the “Employee”. Employer is entering
into this Termination Agreement on its own behalf and on behalf of
_____ and _____.

WHEREAS, Employee and Employer entered into a written Em­
ployment Contract on __ __, 19__; and

WHEREAS, the Employee and Employer now desire to mutually termi­
inate said Employment Contract and all employment thereunder;

NOW THEREFORE, in consideration of their mutual promises set
forth herein, the parties hereby agree as follows:

1. Termination of Employment and Employment Contract. Employer and Employee hereby mutually agree that the employment of
Employee by Employer, on its own behalf and on behalf of _____ and
_____ is hereby terminated effective immediately on this date and
that the Employment Contract dated __ __, 19__, is hereby mutually
terminated on this date. This termination shall be considered to be an
irrevocable resignation by Employee, which has been accepted by
Employer. This Termination Agreement does not imply that Employee
has been an employee of any entity other than _____; although he
has, as an employee of _____ provided services to _____ and
_____. Employee hereby acknowledges that, as of __ __, 19__, he
is not an employee, officer or agent of _____, _____ or _____ and
that he is not authorized to represent them in any way. Notwithstanding
the termination of the Employment Contract, all of the provisions
of Paragraph 5 (Restrictive Covenants) of the Employment Contract
shall remain in full force and effect and shall remain fully binding
upon Employee.

2. Final Compensation to Employee. Employee hereby ac­
knowledges that he has received all compensation and reimbursements
due to him from _____, _____ and _____, or any of them or their
customers, agents and subagents. The following compensation and
reimbursement has been paid on this date:

A. Current Payroll Period. Employer has paid Employee
compensation for the current final payroll period in the gross
amount of $______, less federal tax withholding of $______, and
less FICA tax of $______, for a net current compensation of
$______.
B. Additional Compensation. Employer has also paid Employee additional final compensation of $_____ for the _____ ( ) month period after this date of termination. Employee shall not perform any services for this compensation. Taxes shall not be withheld from this amount, but Employer shall file an IRS Form 1099 for this amount.

C. Refinancing Expense. Employer has paid Employee the sum of $______ as final reimbursement to Employee for the cost of his refinancing the home loan that was previously made available to Employee by Employer.

D. Reimbursement of Business Expenses. Employer has paid Employee the sum of $______ as final reimbursement to Employee for all business expenses incurred by Employee on behalf of _____, _____ and _____, or any of them or their customers, agents and subagents.

E. Agreed Setoff for Loan. The parties hereby agree that the $______ of the above amounts has been reduced to $______ by setting off against the total the sum of $______ which was the principal amount loaned to Employee but not yet repaid. Thus, the net check to Employee on this date was $______ and Employee acknowledges receipt of that check.

3. Return of Credit Cards. Employee hereby acknowledges and represents that he has returned to Employer all credit cards furnished for his use by ____ or _____. Employee hereby agrees not to use said credit cards anymore. Employee represents and warrants that he has given to Employer all charge slips for which billing statements have not yet been received by Employer.

4. Return of Automobiles. Employee shall surrender possession and return to Employee on this date the ____ automobile and the rental automobile that have been provided to Employee for his use, including the keys, owners manuals and all other parts and accessories. Employee shall sign such further instruments as may be necessary to do this.

5. Restrictive Covenants Survive Termination. Employer and Employee agree that the restrictive covenants contained in Paragraph 5 of the Employment Contract shall survive this termination. Employee hereby covenants and agrees that those restrictive covenants are amended and restated to read as follows:

A. Employee will not at any time after this date, directly or indirectly make known or divulge to any person, firm, or corporation the names or addresses of any of the existing or potential customers, suppliers, agents, subagents, _____, _____ or third party administrators of the Employer.

B. As used in this paragraph 5, "customers" includes all those to whom the Employer provides its products or services, and
"suppliers" includes all those from whom the Employer obtains products or services, or any part thereof, and "potential" customers include all those appearing on any list of potential customers or otherwise listed or discussed as a potential customer. As used in this paragraph 5, the term "Employer" includes any entity for which the Employee has provided employment or consulting services under this Contract, including but not limited to the Employer.

C. Employee will not, during the period of two (2) years after this date, directly or indirectly, either for himself or for any other person, firm, or corporation, call upon, solicit, divert, or take away, or attempt to solicit, divert, or take away, any of the customers, suppliers or potential customers of the Employer.

D. Employee will not at any time, in any fashion, form, or manner, either directly or indirectly, use or divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Employer, including, but not limited to, the names or addresses of any of its customers, suppliers or potential customers, mailing lists, financial records, contracts, or any other information concerning the business of the Employer, its manner of operation, its plans, or any other data of any kind, nature, or description, without regard to whether any or all of the foregoing matters would be deemed confidential, proprietary, material, or important.

E. All books, records, files, forms, reports, memorandums, papers, accounts and documents relating in any manner to the Employer's business or customers or suppliers, whether prepared or paid for by Employee or anyone else, shall be the exclusive property of the Employer and shall be returned immediately to the Employer at this time. Employee hereby acknowledges that he has returned all such documents that Employee knows of at this time and hereby agrees to return any that he should discover after this date.

F. The parties hereby agree that each of the foregoing matters are important, material, and confidential to Employer, and gravely affect the effective and successful conduct of the business of the Employer and affect its reputation and goodwill, and that any violation of the terms of this Paragraph 5 is a material violation, for which Employer shall be entitled to injunctive relief and damages. Employee shall pay Employer all costs and attorneys fees incurred by Employer in any legal action or proceeding.

6. No Right to Purchase Stock in ______. The parties hereby agree that Employee has no right to purchase stock in ______ and that no such rights ever existed in Employee. Any potential right that
Employee may have had to purchase stock was never perfected by satisfying the conditions precedent thereto.

7. **Release.** Employee does hereby remise, release, acquit, satisfy, and forever discharge ____, ____, ____, ____, ____, ____, and all of their employees, insurers, reinsurers, agents, subagents and representatives (past, present and future), of and from any and all claims, demands and liabilities whatsoever, in law or in equity, which Employee ever had, now has, or which any personal representative, successor, heir or assign of Employee, hereafter can, shall or may have, against said above-named persons and entities or any of them, for, upon or by reason of any matter, cause or thing whatsoever. It is the intent of Employer and Employee that this be a full, complete and general release. It is also the intent of Employer and Employee that this release all claims of Employee, whether they arise under state law, federal law or otherwise.

8. **Insurance.** As of this date and hereafter, Employer is not responsible for providing medical or life insurance coverage for Employee or his family. Employee hereby acknowledges and agrees that it is solely Employee’s responsibility to inquire into and obtain medical and life insurance coverage, including but not limited to conversion of any group insurance to an individual policy. Employee is also solely responsible for processing any and all claims on such policies.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement the day and year first above written.

**EMPLOYER:**

______, a Florida corporation

By: __________________________

______, as __________________________

Title __________________________

Witnesses

**EMPLOYEE:**

Witnesses

**STATE OF FLORIDA**

**COUNTY OF __________**

BEFORE ME personally appeared ____ as ____ of ____, a Florida corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
§ 15.201 EMPLOYMENT AGREEMENTS

WITNESS my hand and official seal this _____ day of _____, 19__.

______________________________
NOTARY PUBLIC
State of Florida at Large
My commission expires:

STATE OF FLORIDA
COUNTY OF ________

BEFORE ME personally appeared ______, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 19__.

______________________________
NOTARY PUBLIC
State of Florida at Large
My commission expires: