Here is a template, totally free of charge!

However, **we don't recommend using it.**
Like all free templates on the internet, it hasn't been adapted to your specific needs.

Visit our website to easily create a fully personalized document for a low one-time fee.
Our lawyers work hard to keep everything updated and accurate.
You get all of the benefits of a lawyer at a fraction of the cost.

Employment Agreement

State of Alabama

This Employment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties: _____, a Corporation incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

and _____, an individual, having a primary address at the following:

_____

Hereinafter, "Employer" will refer to and be used to describe the following party: _____. "Employee" will refer to and be used to describe the following party: _____. Employer and Employee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Employer wishes to retain Employee for certain work-related services,

WHEREAS, Employee wishes to render such services to Employer.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

I) TYPE OF EMPLOYMENT

1. This Agreement is made for a permanent full-time.

II) POSITION

2. Employer will employ Employee in the following position: _____ ("Position"). Employee will be responsible for the following duties:

_____

3. Employee will also be responsible for other duties as may be assigned and may arise from time to time.

4. Employer reserves the right to change Employee's title, as well as Employee's duties, reporting relationships, and other details of employment with the exception of hours and compensation, as may be determined necessary by Employer. Employer agrees to maintain Employee's positions and duties as such as may be consistent with Employee's experience, education, training, and/or other qualifications.

III) EMPLOYMENT

5. The terms and conditions of the relationship between Employer and Employee shall be determined by this Agreement.

6. The terms and conditions of third relationship shall also be determined by the following applicable policies and procedure manuals, employee manuals, or other written governing documents belonging to and utilized by Employer and Employer's company

_____

7. In case of any dispute or conflict between this Agreement and other written policies and/or procedures owned and utilized by Employer or Employer's company, this Agreement shall govern.

IV) PROBATIONARY PERIOD

8. Employee will be subject to a probationary period of the following: _____. During this probationary period, Employer may terminate the employment relationship at any time, for any reason, in Employer's sole and exclusive discretion, with or without notice.

V) EMPLOYEE COVENANTS

9. Employee agrees to carry out and perform the duties required by the Position to the best of Employee's skill, ability, and experience. Employee agrees to execute the position faithfully and in compliance with any of Employer's instructions, written and/or oral, announced by Employer.

10. Employee further acknowledges and agrees that Employer may change Employee's position, title, assignments, duties, responsibilities, and reporting requirements at any time, and in Employer's sole and exclusive discretion. Employee agrees that any such change will not result in termination of this Agreement.

11. Employee further represents and warrants that it is not a party to or bound by any other employment agreement or contractual obligation which would prevent Employee from entering into this Agreement or fully performing the employment duties hereunder.

VI)

VII) COMPENSATION

12. For the services performed by Employee under the terms of this Agreement, Employee will receive the following gross compensation: $2 (two US dollars) annually.

13. Such compensation may be subject to normal state and federal deductions. Payment will be made as follows:

_____

14. Compensation shall be reviewed monthly.

15. Any expenses arising directly out of the employment shall be reimbursed to Employee, so long as the expenses were authorized prior to being incurred and appropriate receipts were provided to Employer.

VIII) SCHEDULE & LOCATION

16. Employee is expected to work within the following schedule:

_____

17. Employee is expected to work at the following location:

_____

18. Employee may also work in the following locations or methods:

_____

19. For any hours above Employee's normal schedule, Employee will receive compensation of time and a half.

IX) BONUS

20. Employee will receive the following bonus:

_____

X) VACATION & HOLIDAYS

21. Employee is entitled to the following amount of vacation time per year: 52 weeks.

22. If Employee does not utilize all vacation time allotted in one year, Employee will be entitled to roll over the vacation time to the next year. Notwithstanding the foregoing, however, Employee may not have total vacation time in any one year in excess of the following: _____.

23. Employee may also receive certain company-wide or national holidays off, which may or may not be compensated in Employer's sole and exclusive discretion.

XI) BENEFITS

24. Employer shall provide Employee with the following benefits of employment:

_____

XII) TERM & TERMINATION

25. The relationship between Employer and Employee shall be considered at-will.

26. The starting date for the employment is _____ ("Starting Date"). Employee will be expected to begin work on the Starting Date.

27. This Agreement shall continue in full effect until terminated by either of the parties as outlined below.

28. Notwithstanding the foregoing, this Agreement may be terminated by either of the parties as outlined below:

(a) Employer may terminate this Agreement at any time, with or without notice, for any reason or no reason at all. Employer does not need cause to terminate Employee's employment.

(b) Employee may terminate this Agreement at any time, by giving the employer not less than 52 weeks' written notice. Oral notice shall not suffice.

XIII) PERFORMANCE REVIEWS

29. Employee shall be subject to performance review at the following intervals: _____.

XIV) PROPERTY

30. If Employee has obtained any property belonging to Employer in the course of the Employment relationship, Employee agrees to return such property fully, with no damage thereto, at the termination of this Agreement.

XV) NON-COMPETITION

31. Upon termination of this Agreement, Employee acknowledges and agrees that Employee shall not engage, directly or indirectly, as proprietor, partner, officer, employee or otherwise, in the same or similar activities as were performed for Employer in any business within the same city as Employer's business for the maximum allowable period under Alabama law after the termination of this Agreement.

32. Employee is also prohibited from hiring or attempting to hire any of Employer's other employees or staff. Employee shall also be prohibited from soliciting any business from current clients of Employer for a period of six months.

XVI) INTELLECTUAL PROPERTY

33. Employee hereby covenants and agrees not to release or otherwise disclose any Trade Secret Information, as hereinafter defined, that Employee may have received in the course of the employment.

34. Trade Secret Information includes, but is not limited to, any formula, process, method, pattern, design, or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

35. If Employee received any Confidential Information, as hereinafter defined, not subject to trade secret protection, Employee shall maintain the secrecy of such information for a period of three (3) years after the termination of this Agreement.

36. Confidential Information shall be defined as any information which is confidential and commercially valuable to Employer. Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to Employer. Confidential Information shall not mean any information which:

a) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Employee;

b) is already known, through legal means, to the Employee;

c) is given by the Employer to third parties, other than the Employee, without any restrictions;

d) is given to the Employee by any third party who legally had the Confidential Information and the right to disclose it; or

e) is developed independently by the Employee and the Employee can show such independent development.

XVII) ARBITRATION

37. Should any dispute arise between Employer and Employee regarding this Agreement or the employment relationship in general, including but not limited to, the hiring process, Employee's performance and/or any possible termination, Employer and Employee will confer in good faith and attempt to resolve such dispute. I

38. f the Parties are unable to resolve the dispute, and should either Party desire to pursue a claim against the other Party, the only resource available to Employer and/or Employee will be final and binding arbitration.

39. The arbitration shall be held in the state of Alabama and be shall be conducted by an impartial third-party arbitrator. The arbitration shall be confidential.

XVIII) ASSIGNMENT

40. Employer's rights and obligations under this agreement will inure to the benefit and be binding upon any of Employer's successors and assignees.

XIX) JURISDICTION & GOVERNING LAW

41. This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal laws. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama.

XX) ADVICE OF COUNSEL

42. Employee acknowledges that Employer has provided Employee with reasonable and sufficient opportunity to obtain independent legal advice regarding this Agreement and any questions about the employment relationship Employee may have. Employee covenants that Employee has either received such independent legal advice prior to executing this Agreement or that Employee has independently and willing chosen not to obtain legal advice and is executing this Agreement without doing so.

XXI) ENTIRE AGREEMENT

43. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

XXII) HEADINGS

44. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

XXIII) SEVERABILITY

45. If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

XXIV) NO WAIVER

46. None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

XXV) NO MODIFICATION

47. No modification of this Agreement shall be valid unless in writing and executed by both Parties.

XXVI)

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

_____

Name of Employee

_____

Signature of Employee

_____

Date

_____

Name of Employer Representative

_____

Signature of Employer Representative

_____

Title of Employer Representative

_____

Date