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Non-Compete Agreement

State of Alabama

A. BACKGROUND

1. This Non-Compete Agreement (the "Agreement") is made effective as of _____, by and between _____, of the following address:

_____

and _____, of the following address:

_____

B. NON-COMPETE COVENANT.

2. During the business relationship and for 36 (thirty-six) months after the separation of this relationship for any reason, _____ will not directly or indirectly engage in any business that competes with _____.

3. Directly or indirectly engaging in any competitive business includes, but is not limited to:

a. engaging in a business as owner, partner, or agent;

b. becoming an employee of any third party that is engaged in such business;

c. becoming interested directly or indirectly in any such business; or

d. soliciting any customer of _____ for the benefit of a third party that is engaged in such business.

4. _____ agrees that this non-compete agreement will not adversely affect _____'s livelihood.

5. _____ agrees not to engage in any business-related activities that will cause significant competition with the Protected Party.

6. This covenant shall apply to the following geographic area:

_____

C. NON-SOLICITATION COVENANT.

7. For 36 (thirty-six) months after the separation of the business relationship for any reason, _____ will not directly or indirectly solicit business from, or attempt to sell, license, or provide the same or similar products or services as are now provided to any customer or client of _____

8. _____ shall not use _____'s existing client demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity.

9. For 36 (thirty-six) months after the separation of the business relationship for any reason, _____ will not directly or indirectly solicit, induce, or attempt to induce any employee of _____ to terminate his or her employment with _____.

D. CONDITION OF EMPLOYMENT.

10. In consideration of the commitments and obligations made by _____, _____ and _____ agree that the execution of this Agreement is a condition of the employment of _____ by _____.

E.

F. SEVERABILITY.

11. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests.

12. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

G. INJUNCTION.

14. It is agreed that if _____ violates the terms of this Agreement, irreparable harm will occur, and money damages will be insufficient to compensate _____.

15. In the event of a breach of this Agreement, _____ will be entitled to seek injunctive relief (i.e. a court order that requires all parties comply with this Agreement) to enforce the terms of this Agreement.

16. In case of a law suit, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this Agreement.

H. APPLICABLE LAW.

17. This Agreement shall be governed by the laws of State of Alabama.

I. BINDING.

18.The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

SIGNATURE OF NON-COMPETING PARTY:

_____

By: _____
_____

Date: _____

SIGNATURE OF PROTECTED PARTY:

_____

By: _____
_____

Date: _____