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Leave of Absence Agreement

State of Alabama

This Leave of Absence Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Effective Date") 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, Employee currently works for Employer in the following position: _____ ("Position");

WHEREAS, Employee has worked for Employer for the following period of time: _____;

WHEREAS, Employee would like to take a leave of absence from the Position ("Leave");

WHEREAS, Employer has granted the Leave based on the terms and conditions below;

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:

Article 1 - LEAVE:

Employee has requested, and Employer has agreed to allow, Leave for the following reason: Maternity leave.

The duration of the Leave will be as follows: _____ to _____. Employee will be returning to work on _____.

Article 2 - COMPENSATION:

Employee's Leave will be compensated. Employee will receive Employee's normal salary for the full duration of the Leave.

Standard deductions, such as federal tax, state, and local tax (if applicable) will be withheld as usual.

Employee will not be considered to hold any titles or any position with Employer during the Leave. Employee and, if applicable, Employee's family will continue to receive health benefits during Leave, but no other benefits, such as paid time off or holidays, will be permitted or accrue.

Article 3 - NON-COMPETITION:

During Employee's Leave, Employee hereby agrees not to engage, directly or indirectly, in any business that competes with Employer, including by acting as owner, partner, or agent, by becoming an employee of any third party that is engaged in such business, by becoming interested directly or indirectly in any such business, or by soliciting any customers or clients of Employer.

Article 4 - EMPLOYEE'S RIGHTS:

Employee's seniority shall not be affected by the Leave, nor shall any of Employee's rights which may depend on continuity of employment, such as financial or retirement plans, if applicable.

Article 5 - REQUEST FOR EXTENSION:

Employee may submit a written request for extension of the Leave no later than the following amount of time prior to Employee's scheduled return: _____. Employer will consider Employee's request and may approve or deny in writing. If the request is denied, Employee must return to work as scheduled.

Article 6 - TERMINATION:

Employee's failure to return to work as scheduled or failure to comply with any of the terms of this Agreement shall result in immediate termination of employment.

Article 7 - INJUNCTIVE RELIEF:

It is agreed that if Employee violates the non-competition terms of this Agreement, irreparable harm will occur, and money damages will be insufficient to compensate Employer. In the event of a breach of this Agreement, Employer will be entitled to seek injunctive relief to enforce the terms of this Agreement.

Article 8 - DISPUTE RESOLUTION:

The dispute resolution provisions of any written Employment Agreement between the Parties will be applicable to any dispute which may arise hereunder. Should there be no prior written agreement or no dispute resolution provision, Employer and Employee will confer in good faith and attempt to resolve such dispute. If 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. The arbitration shall be held in the state of Alabama and be conducted by an impartial third-party arbitrator. The arbitration shall be confidential.

Article 9 - ASSIGNMENT:

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

Article 10 - JURISDICTION & GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal laws.

Article 11 - ENTIRE AGREEMENT:

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

Article 12 - HEADINGS:

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

Article 13 -

Article 14 -

Article 15 - NO MODIFICATION:

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

Article 16 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement between the Parties.

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

_____

Printed Name of Employee

_____

Signature of Employee

_____

Name of Employer Representative

_____

Signature of Employer Representative

_____

Title of Employer Representative