





**VII. OWNERSHIP INTEREST.** This Agreement shall  **not include**  **\*include** partial ownership in the business operations of the Employer.

\*If such ownership is offered, the details shall be stated in an attached Exhibit.

**VIII. TRIAL PERIOD.** Other than certain benefits prescribed by law, the Employee will not be eligible for Benefits, Vacation Time, or Personal Leave until after the first \_\_\_ days of employment ("Trial Period"). In addition, the Employee will not be eligible for vacation time, sick leave, or any time off that would be paid or unpaid.

**IX. VACATION TIME.** After the Trial Period is complete, the Employee is entitled to \_\_\_ days off per year of which is required to be mutually benefiting of the Employer and the Employee. It is required for the Employee to give notice before scheduling their vacation in accordance with Company policy.

Any unused Vacation Time shall be (check one):

- Converted to cash at the end of the year at a rate of \$\_\_\_ per day.
- Eligible to rollover up to \_\_\_ days to the next year.
- Forfeited at the end of the year.
- Other: \_\_\_\_\_

**X. PERSONAL LEAVE.** After the Trial Period, the Employee shall be eligible for \_\_\_ days of  **paid**  **unpaid** time off per year for personal and/or medical issues.

Any unused Personal Leave shall be: (check one)

- Converted to cash at the end of the year at a rate of \$\_\_\_ per day.
- Eligible to rollover up to \_\_\_ days to the next year.
- Forfeited at the end of the year.
- Other: \_\_\_\_\_

If for any reason the Employee depletes their amount of days of personal leave in a given year, he or she  **may**  **may not** be able to use any remaining vacation time.

**XI. FEDERAL HOLIDAYS.** The Employee shall be entitled to \_\_\_ federal holidays per calendar year. This is subject to change by the Employer from time to time. If for any reason the Employee should request a Federal Holiday off, the Employer shall determine if the Employee may do so and if it shall be taken from either the Employee's Personal Leave or Vacation Time. Federal Holidays are determined by the Employer and may change every calendar year.

**XII. CONFIDENTIALITY.** The Employee understands and agrees to keep any and all information confidential regarding the business plans, inventions, designs, products, services, processes, trade secrets, copyrights, trademarks, customer information, customer lists, prices, analytics data, costs, affairs, and any other information that could be considered proprietary to the Employer ("Confidential Information"). The Employee understands that disclosure of any such Confidential Information, either directly or indirectly, shall result in litigation with the Employer eligible for equitable relief to the furthest extent of the law, including but not limited to filing claims for losses and/or damages. In addition, if it is found that the Employee divulged





**XV. APPEARANCE.** The Employee must appear at the Employer’s desired workplace at the time scheduled. If the Employee does not appear, for any reason, on more than \_\_\_\_ separate occasions in a 12-month calendar period, the Employer has the right to terminate this Agreement immediately. In such event, the Employee would not be granted severance as stated in Section III.

**XVI. DISABILITY.** If for any reason the Employee cannot perform their duties, by physical or mental disability, the Employer may terminate this Agreement by giving the Employee \_\_\_\_ days’ written notice.

**XVII. COMPLIANCE.** The Employee agrees to adhere to all sections of this Agreement in addition to any rules, regulations, or conduct standards of the Employer, including obeying all local and federal laws. If the Employee does not adhere to this Agreement, company policies, including any task or obligation that is related to the responsibilities of their Position, the Employer may terminate this Agreement without severance as stated in Section III.

**XVIII. RETURN OF PROPERTY.** The Employee agrees to return any and all property of the Employer upon the termination of employment. This includes, but is not limited to, equipment, electronics, records, access, notes, data, tests, vehicles, reports, models, or any property that is requested by the Employer.

**XIX. NOTICES.** All notices that are to be sent under this Agreement shall be done in writing and to be delivered via Certified Mail (return receipt) to the following mailing addresses:

**Employer**

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

**Employee**

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

The aforementioned addresses may be changed with the act of either party providing written notice.

**XX. AMENDMENTS.** This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by all parties.

**XXI. SEVERABILITY.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XXII. WAIVER OF CONTRACTUAL RIGHTS.** If the Employer or Employee fails to enforce a provision or section of this Agreement, it shall not be determined as a waiver or limitation. Either party shall remain the right to enforce and compel the compliance of this Agreement to its fullest extent.



**XXIII. GOVERNING LAW.** This Agreement shall be governed under the laws in the State of \_\_\_\_\_.

**XXIV. ENTIRE AGREEMENT.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

**EMPLOYER**

  
\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EMPLOYEE**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

