

CALIFORNIA NON-SOLICITATION AGREEMENT

1. **THE PARTIES.** This Non-Solicitation Agreement ("Agreement") made this _____ (mm/dd/yyyy) is made between:

Owner: _____, (the "Owner") with a mailing address of _____, shall have ownership of this Agreement under which:

Recipient: _____, (the "Recipient") with a mailing address of _____, shall be bound. The Owner and Recipient shall be known separately as a "Party" and together as the "Parties."

This Agreement is executed by the Parties in connection with the sale or disposition of all, or of substantially all, the Recipient's ownership interest in _____, including its goodwill, as authorized under California law under the following circumstance: (check one)

- ☐ - Selling or disposing all of an individual's ownership interest in the business entity.
- ☐ - Selling all or substantially all of the business entity's operating assets.
- ☐ - Selling all or substantially all of the operating assets of a subsidiary or division of the business entity.
- ☐ - Selling all of the ownership interest in any subsidiary.
- ☐ - The dissolution of an LLC.
- ☐ - The dissolution of a partnership.

2. **TERM.** The Recipient shall be bound to this Agreement for the following term:

Start Period: (check one)

- ☐ - Date of _____ (mm/dd/yyyy).
- ☐ - Beginning immediately after: _____.
- ☐ - Other. _____.

End Period: (check one)

- ☐ - Date of _____ (mm/dd/yyyy).
- ☐ - _____ months after: _____.
- ☐ - Other. _____.

The Start Period and the End Period shall be known as the "Term."

3. **GEOGRAPHICAL LIMITS.** The Recipient shall be bound to this Agreement with: (check one)

- ☐ - NO Geographical Limits.
- ☐ - Geographical Limits. The Recipient shall be bound to this Agreement ONLY in the following area(s): _____.

Hereinafter known as the "Geographical Limits."

4. **CONSIDERATION.** The Parties agree that the execution of this Agreement is a condition of:
_____.

5. **NON-SOLICITATION (EMPLOYEES).** The Recipient shall be bound to the following Employee restrictions: (check one)

- ☐ - NO Restrictions on Employees. The Recipient shall not be prohibited from directly or indirectly soliciting, hiring, or recruiting, or attempting to solicit, hire, or recruit, for their own benefit or the benefit of any other person during the Term, any employee of the Owner.
- ☐ - Restrictions on SPECIFIC Employees. The Recipient shall be prohibited from directly or indirectly soliciting, hiring, or recruiting, or attempting to solicit, hire, or recruit, for their own benefit or the benefit of any other person during the Term, the employee(s) of the Owner described as follows:
_____.
- ☐ - Restrictions on ALL Employees. The Recipient shall be prohibited from directly or indirectly soliciting, hiring, or recruiting, or attempting to solicit, hire, or recruit, for their own benefit or the benefit of any other person during the Term, any employee or contractor of the Owner and their business.

6. **NON-SOLICITATION (CUSTOMERS).** The Recipient shall be bound to the following Customer restrictions: (check one)

- ☐ - NO Restrictions on Customers. The Recipient shall not be prohibited from directly or indirectly soliciting or contacting, or attempting to solicit or contact, for their own benefit or the benefit of any other person during the Term, any current or former customer of the Owner with whom the Recipient interacted before their termination.
- ☐ - Restrictions on SPECIFIC Customers. The Recipient shall be prohibited from directly or indirectly soliciting or contacting, or attempting to solicit or contact, for their own benefit or the benefit of any other person during the Term, the following current or former customer(s) of the Owner with whom the Recipient interacted before their termination:
_____.
- ☐ - Restrictions on ALL Customers. The Recipient shall be prohibited from directly or indirectly soliciting or contacting, or attempting to solicit or contact, for their own benefit or the benefit of any other person during the Term, any current or former customer of the Owner with whom the Recipient interacted before their termination.

Both Section 5 and Section 6 together shall be known as the "Non-Solicitation."

7. **PURCHASE OF RELEASE.** The Parties agree that the Recipient: (check one)

- ☐ - CANNOT Purchase a Release. The Recipient has no option, during the Term or any period thereafter, to purchase the rights of this Agreement from the Owner for the purposes of waiving any liability or releasing themselves under this Agreement.
- ☐ - CAN Purchase a Release. The Recipient has the option, during the Term or any

period thereafter, to purchase and waive all liability under this Agreement for the sum of _____ (\$ _____) as payment to the Owner.

- 8. GOVERNING LAW.** This Agreement is governed by, and construed in accordance with, the laws of the State of California, including its statutes of limitations and Sections 16600 to 16607 of the California Business and Professions Code, without giving effect to any conflict of laws provision that would require or permit the laws of any jurisdiction other than the State of California to apply. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of California. The Parties hereby irrevocably submit to the jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.
- 9. SEVERABILITY.** If any provisions of this Agreement or its applications are held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.
- 10. REMEDIES.** Should the Recipient breach any of the provisions of this Agreement, the Recipient agrees to reimburse the Owner for any loss or expenses incurred by the Owner as a result of any prohibited use or activity under this Agreement, including, without limitation, court costs and reasonable attorney's fees incurred by the Owner in enforcing the provisions hereof. The Recipient further agrees that any unauthorized use or activity shall result in irreparable damage to the Owner and that the Owner shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or activity by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law of equity.
- 11. ADDITIONAL TERMS.**
- 12. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties and may only be modified by the signature of both Parties hereto.

Recipient Signature: _____

Date: _____

Print Name: _____

Owner Signature: _____

Date: _____

Print Name: _____