

# FIXED-TERM EMPLOYMENT CONTRACT

This Fixed-Term Employment Agreement (the "Agreement") is made and effective as of \_\_\_\_\_ (mm/dd/yyyy) by and between:

**Employer:** \_\_\_\_\_ ( Individual Name  Business Name)  
having its principal place of business (address) at:

\_\_\_\_\_ (the "Employer"), AND

**Employee:** \_\_\_\_\_ with a mailing address of  
\_\_\_\_\_ (the "Employee").

IN CONSIDERATION of promises and other good and valuable consideration the parties agree to the following:

- 1. EMPLOYEE DUTIES.** The Employee agrees that they will act in accordance with this Agreement and with the best interests of the Employer in mind, which may or may not require them to present the best of their skills, experience, and talents to perform all the duties required of the position. In carrying out the duties and responsibilities of their position, the Employee agrees to adhere to any and all policies, procedures, rules, regulations, as administered by the Employer. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer.
- 2. RESPONSIBILITIES.** The Employee shall be given the job title of:  
\_\_\_\_\_ (the "Position") which shall involve:

The Employer may also assign duties to the Employee from time to time as deemed necessary by the Employer. The Employee shall be expected to work: (check one)

- Full-time  
 Part-time

- 3. EMPLOYEE BENEFITS.** During the employment period, the Employee shall be eligible to participate in benefits established by the Employer. These include:

The aforementioned benefits may be changed at any time by the Employer.

4. **FIXED-TERM.** The Employer agrees to hire the Employee for a Specified Time-Period beginning on \_\_\_\_\_ (mm/dd/yyyy) and ending on \_\_\_\_\_ (mm/dd/yyyy). At the end of said time-period, both parties will no longer have any obligation to one another.

a) **Employee's Termination.** The Employee  \*SHALL  SHALL NOT have the right to terminate this Agreement.

\*If allowed, the Employee shall be required to provide at least \_\_\_\_\_ (#) days' notice. If the Employee should terminate this Agreement before the expiration date, the Employee  SHALL  SHALL NOT be entitled to severance, equal to their pay at the time of termination, for a period of \_\_\_\_\_.

b) **Employer's Termination.** The Employer  \*SHALL  SHALL NOT have the right to terminate this Agreement.

\*If allowed, the Employer shall be required to provide at least \_\_\_\_\_ (#) days' notice. If the Employer should terminate this Agreement, the Employee  SHALL  SHALL NOT be entitled to severance, equal to their pay at the time of termination, for a period of \_\_\_\_\_.

5. **PAY.** As compensation for the services provided, the Employee shall be paid \$\_\_\_\_\_  per hour  salary on an annual basis (the "Compensation").

The Compensation is a gross amount that is subject to all local, State, Federal, and any other taxes and deductions as prescribed by law. Payment shall be distributed to the Employee on a: (check one)  weekly  bi-weekly  monthly  quarterly  annual basis.

a) **Commissions.** In addition to the aforementioned Pay, the Employee shall:

- NOT be entitled to any commissions.
- Be entitled to commissions, to be paid every \_\_\_\_\_ and shall be calculated as follows:

b) **Bonus.** The Employee shall:

- NOT be entitled to any bonuses.
- Be entitled to bonuses on a \_\_\_\_\_ basis which is to be calculated as follows:

**6. OUT-OF-POCKET EXPENSES.** The Employer agrees to reimburse the Employee for any expenses that are incurred, including: (check all that apply)

- Travel
- Food
- Lodging
- Other: \_\_\_\_\_.

**7. 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 (the "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 Confidential Information to a third (3<sup>rd</sup>) party, the Employer shall be entitled any and all reimbursement for their legal and attorney's fees.

**8. EMPLOYEE'S ROLE.** The Employee  SHALL  SHALL NOT have the right to act in the capacity of the Employer. This includes, but is not limited to, making written or verbal agreements with any customer, client, affiliate, vendor, or third (3<sup>rd</sup>) party.

**9. 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 4.

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

**Employer**

- Same as Principal Office Address (Business Address)
- Other Address: \_\_\_\_\_.

**Employee**

- Same as Mailing Address
- Other Address: \_\_\_\_\_.

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

**11. 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 4.

**12. 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.

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

**14. 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.

**15. WAIVER OF CONTRACTUAL RIGHT.** 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.

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

**17. 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.

**18. SIGNATURES.** IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorized officers and made effective as of the undersigned date.

**Employer Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_