

## NON COMPETE AGREEMENT

This Non Compete Agreement ("Agreement") is entered into as of the

\_\_\_\_\_ day of \_\_\_\_\_ ,  
20 \_\_\_\_\_ , by and between:

Party 1: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

and

Party 2: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

(each a "Party" and collectively, the "Parties").

WHEREAS, Party 1 and Party 2 desire to enter into this Agreement to protect their respective business interests and confidential information;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

1.1 "Business" shall mean the business of \_\_\_\_\_ .

1.2 "Confidential Information" shall mean any and all information that is proprietary to the disclosing Party and not generally known to the public, including but not limited to trade secrets, business plans, customer lists, and financial data.

1.3 "Term" shall mean the duration of this Agreement as specified in Section 4.

## 2. NON-COMPETE COVENANT

2.1 During the Term of this Agreement and for a period of \_\_\_\_\_ months/years following the termination of this Agreement, the receiving Party agrees not to engage in, own, manage, operate, control, or participate in the ownership, management, operation, or control of any business similar to or competitive with the Business within a \_\_\_\_\_ mile radius of \_\_\_\_\_ .

2.2 The receiving Party acknowledges that the restrictions contained in this Section 2 are reasonable and necessary to protect the legitimate interests of the disclosing Party.

## 3. NON-SOLICITATION

3.1 The receiving Party agrees not to solicit or attempt to solicit any employee, consultant, or customer of the disclosing Party for the purpose of diverting or taking away business from the disclosing Party.

3.2 This non-solicitation covenant shall apply during the Term of this Agreement and for a period of \_\_\_\_\_ months/years following its termination.

#### 4. TERM AND TERMINATION

4.1 This Agreement shall commence on the date first written above and shall continue in effect until terminated by mutual written consent of the Parties or as otherwise provided herein.

4.2 Either Party may terminate this Agreement upon written notice if the other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

#### 5. GOVERNING LAW AND JURISDICTION

5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

5.2 The Parties hereby consent to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, State of \_\_\_\_\_, for any disputes arising out of or relating to this Agreement.

#### 6. SEVERABILITY

6.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

#### 7. ENTIRE AGREEMENT

7.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to the subject

matter hereof.

## 8. AMENDMENT

8.1 This Agreement may be amended only by a written agreement signed by both Parties.

## 9. NOTICES

9.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above.

## 10. DEFAULT AND REMEDIES

10.1 In the event of a breach of this Agreement, the non-breaching Party shall be entitled to seek all remedies available at law or in equity, including injunctive relief, specific performance, and damages.

## 11. WAIVER

11.1 The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision, nor shall it affect the validity of this Agreement or any part thereof, or the right thereafter to enforce each and every provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Party 1:

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Party 2:

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

NOTARY PUBLIC:

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_,

before me, the undersigned notary public, personally appeared

\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same.

Notary Public Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_