

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made on [date] between:

Employer: [Employer's full legal business name], a [state] [type of entity, e.g. LLC or corporation], with its main office at [address] ("the Employer")

Employee: [Employee's full legal name], of [address] ("the Employee")

1. Start date

The Employee's employment under this Agreement begins on [start date].

2. Position and duties

The Employee is employed as [job title], reporting to [manager's title]. The Employee will perform the duties described in the attached job description and other reasonable duties that fit the role. The Employer may reasonably change the Employee's duties, title or manager as business needs change, as long as the change doesn't reduce the Employee's pay under Section 4 without the Employee's written agreement.

Work location: ☐ On-site at [address] ☐ Remote ☐ Hybrid: [describe]

3. Term (choose one and delete the other)

☐ **At-will.** There is no set period of employment. Either party may end the employment at any time, with or without cause, by giving the notice in Section 9 where it applies. Nothing else in this Agreement changes this, and it can only be changed by a written agreement signed by both parties.

☐ **Fixed term.** The employment starts on the start date and ends on [end date], unless ended earlier under Section 9 or extended by written agreement signed by both parties. If the Employee keeps working after the end date without a written extension, the employment continues on an at-will basis on the same terms.

Note: at-will rules differ by state. Montana, for example, limits at-will termination after a probationary period. Adapt this section for your state.

4. Pay

- **Base pay:** [\$ amount] per ☐ year ☐ hour
- **Paid:** ☐ Weekly ☐ Every two weeks ☐ Twice a month ☐ Monthly, on the Employer's regular payday
- **Overtime status:** ☐ Exempt ☐ Non-exempt (paid overtime as required by law)
- **Bonus or commission (if any):** [describe, or "None"]

All pay is subject to required tax withholdings and deductions the Employee authorizes in writing. The Employer will review pay at least [once a year / other], but a review doesn't guarantee an increase.

5. Benefits

The Employee may take part in the Employer's benefit plans on the same terms as other employees in similar roles, subject to each plan's eligibility rules. Current benefits: [list, e.g. health insurance, retirement plan]. The plan documents control if they differ from this summary. The Employer may change its plans for all similarly situated employees.

6. Hours, time off and expenses

- **Normal hours:** [days and hours per week]
- **Paid time off:** [number] days per year, used and carried over under the Employer's written policy
- **Holidays:** [list or "as set out in the employee handbook"]
- **Expenses:** The Employer will reimburse reasonable, pre-approved business expenses when the Employee submits receipts under the Employer's expense policy.

7. Confidential information

"Confidential information" means non-public information about the Employer's business, customers, finances, pricing, methods, and systems that the Employee learns because of the job. It does not include information that is public through no fault of the Employee, or that the Employee already knew lawfully before the job.

During and after employment, the Employee will not use or share confidential information except as needed to do the job. When the employment ends, the Employee will return or delete the Employer's confidential information and property.

Nothing in this Agreement stops the Employee from reporting a possible violation of law to a government agency, taking part in a government investigation, or discussing wages, hours or working conditions where the law protects that.

Whistleblower immunity notice. Under 18 U.S.C. 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (a) in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if that filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in the court proceeding, if they file any document containing the trade secret under seal and do not disclose it except under court order.

8. Work product

Work the Employee creates within the scope of the job, using the Employer's time, equipment or confidential information, belongs to the Employer. The Employee will sign reasonable documents needed to confirm the Employer's ownership. This section does not cover things the Employee creates entirely on their own time, without the Employer's equipment or confidential information, that don't relate to the Employer's business.

Prior work the Employee keeps: [list, or "None"]

9. Ending employment

Notice. The Employee agrees to give [number] weeks' written notice of resignation. ☐ The Employer agrees to give [number] weeks' written notice, or pay instead of notice, except when ending the employment for cause. ☐ No notice from the Employer is promised (at-will only).

For cause (fixed term). If Section 3 is a fixed term, the Employer may end the employment early only for cause or by paying [describe, e.g. base pay for the remaining term or (number) weeks' pay]. "Cause" means: serious misconduct; a material breach of this Agreement or written policy that isn't fixed within [number] days after written notice (where it can be fixed); dishonesty or fraud against the Employer; or conduct that violates the law in connection with the job.

Final pay. The Employer will pay all earned wages and any accrued, unused paid time off required by law or policy, within the time required by state law.

10. Notices

Notices under this Agreement must be in writing and sent to the addresses above (or to an email address a party has designated in writing). A notice is received when delivered in person, on the date shown on an email delivery or read receipt, or three business days after mailing.

11. General terms

- **Entire agreement.** This Agreement, with its attachments, is the complete agreement about the employment and replaces earlier discussions, offer letters and promises about the same subject.
- **Changes.** Any change must be in writing and signed by both parties.
- **Governing law.** This Agreement is governed by the laws of the State of [State].
- **Severability.** If any part of this Agreement is found unenforceable, the rest stays in effect, and the unenforceable part will be limited only as much as needed.
- **No waiver.** Not enforcing a term once doesn't give up the right to enforce it later.
- **Employer policies.** The Employee will follow the Employer's written policies. If a policy conflicts with this Agreement, this Agreement controls.

12. Counterparts and electronic signatures

The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Attachments: [e.g. job description, benefits summary, or "None"]

Signatures

Employee

Signature: _____

Name: [full name]

Date: [date]

Employer

Signature: _____

Name: [full name]

Date: [date]