Non-Compete Agreement

This Non-Compete Agreement is made at \_\_\_\_\_\_ this \_\_\_\_\_\_ day of \_\_\_\_\_\_by by and between [COMPANY NAME] having its principal place of business located at [ADDRESS] ( hereinafter called the “Company”) and [REPRESENTATIVE NAME] ( hereinafter called the “Representative”), both of whom agree to be bound by this Agreement.

WHEREAS, the Company is in the business of [DESCRIBE BUSINESS].

WHEREAS, the Representative and the Company have entered into an agreement whereby the Representative will perform [DESCRIBE DUTIES GENERALLY], attached hereto as Exhibit A (the “Representative Agreement”); and

WHEREAS, the Representative agrees to the restrictions described herein as partial consideration for the Company’s promises inherent in the Representative Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Representative (each individually a “Party” and collectively the “Parties”) covenant and agree as follows:

1. **KNOWLEDGMENT OF RELATIONSHIP**. The Parties agree and acknowledge that this Agreement is granted in consideration of the promises agreed to in the Representative Agreement.
2. **NON-COMPETITION**. For the duration of the Representative Agreement and any subsequent agreement executed for the same or similar purpose and for [DURATION] after the termination of such agreements, the Representative shall not work as an employee, officer, director, partner, consultant, agent, owner, or in any other capacity in any competition with the Company. This means that the Representative must not do any of the above for a company that [DESCRIBE RESTRICTED TYPE OF COMPANY] in [GEOGRAPHIC AREA].
3. **REPRESENTATIVE ACKNOWLEDGMENTS**. The Representative acknowledges that: (a) this Agreement has been specifically bargained between the Parties; (b) the Representative has had the opportunity to obtain legal counsel to review this Agreement;(c) the restrictions imposed are fair, reasonable and necessary to protect the legitimate business interests of the Company; and(d) such restrictions will not place an undue burden upon the Representative’s livelihood in the event of enforcement of the restrictions described.
4. **APPLICABLE LAW**. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [STATE] and subject to the exclusive jurisdiction of the federal and state courts located in [COUNTY], [STATE].

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

[COMPANY NAME]

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

[NAME]                                                    DATE

[REPRESENTATIVE NAME]

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

[NAME]                                                    DATE

EXHIBIT A – REPRESENTATIVE AGREEMENT