**Non-Compete Agreement Template**

This Non-Compete Agreement is entered into between **\_\_\_\_\_\_\_\_ (Employee) and \_\_\_\_\_\_\_\_** (Company Name) on the **\_\_*day of*\_\_\_\_ in the year 20**\_\_\_\_. [Company Name] is located at [Address] and is represented by [name of representative] in this agreement.

WHEREAS, the Company is in the business of [describe type of business].

WHEREAS, the Employee and the Employer have entered into a formal Employment agreement where the Employee will perform duties related to their position as a [Job Title]; and

WHEREAS, the Employee agrees to the restrictions described herein as binding.

THEREFORE, the Employer and the Employee agree to the following terms:

1. NON-COMPETITION. For the entire duration of this agreement, and for [length of time] after the Employer’s relationship with the Employee has been terminated for any reason, the Employee will not work as an employee, officer, director, partner, consultant, agent, owner or engage in any other capacity with a competing company. This means that Employee must not perform any work for [describe type of company] in [geographic area].
2. EMPLOYEE ACKNOWLEDGEMENTS. The Employee acknowledges that they have been provided with the opportunity to negotiate this agreement, have had the opportunity to seek legal counsel before signing this agreement, and that the restrictions imposed are fair and necessary for the Company’s business interests. Finally, the Employee agrees that these restrictions are reasonable and do not constitute a threat to their livelihood.
3. APPLICABLE LAW. This agreement and its interpretation shall be governed by the laws of [state, province, or territory].

IN WITNESS WHEREOF, both parties agree to these terms and give their consent and authority to this agreement below.

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

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