

## EMPLOYMENT SEPARATION AGREEMENT

This Employment Separation Agreement is dated as of \_\_\_\_\_ 20\_\_\_\_, and is  
by and between \_\_\_\_\_ (“Employee”) and  
\_\_\_\_\_ (the “Company”).

### RECITALS

**WHEREAS**, Employee was employed by the Company from approximately \_\_\_\_\_  
through \_\_\_\_\_.

**WHEREAS**, the Company and Employee have agreed to terminate their company-  
employee relationship, with such termination to be effective as of \_\_\_\_\_.

**WHEREAS**, the Company and Employee desire to settle and resolve forever, with  
prejudice, any actual or potential disagreement, claim, demand, and/or dispute with respect to the  
employment relationship and Employee’s separation from the employ of the Company.

**NOW THEREFORE**, in consideration of the foregoing and the terms and conditions set  
forth herein, it is hereby agreed as follows:

1. Severance. Effective as of \_\_\_\_\_, Employee’s position  
with the Company shall be terminated. Any and all offices, positions, directorships, titles, and the  
like shall be deemed surrendered and resigned, effective as of \_\_\_\_\_ Company-local time  
on such day.

2. Payment.

Select box, as applicable:

The Company is under no obligation to pay any sum as a result of Employee’s  
termination. Accordingly, no payment from Company to Employee shall be made.

The Company is under no obligation to pay any sum as a result of the Employee’s  
termination. Notwithstanding the foregoing, The Company agrees to pay Employee  
the amount of \$ \_\_\_\_\_ in consideration of the promises and covenants  
made in this Agreement.

Such payment shall be made in one lump sum promptly following mutual execution  
hereof and satisfaction of any other conditions set forth herein;



OR

Such payment shall be made in \_\_\_\_\_ equal installments over a \_\_\_\_\_ period.

Any payment described herein will only be made following the execution of this Agreement and satisfaction by Employee of any other conditions precedent set forth herein.

3. Non-Disparagement. In consideration of the terms of this Agreement, Employee agrees not to in any way, whether presently and at any time in the future whatsoever, disparage, insult, harass, embarrass, or discredit the Company, nor any of its subsidiaries, affiliates, officers, directors, agents, or employees, in any fashion whatsoever, whether verbally or in writing, including, without limitation, in any social media or other electronic communication formats, or otherwise.

4. Non-Compete.

Select box, as applicable:

The non-compete covenant shall not apply.

In consideration of the terms of this Agreement, Employee agrees that they will not perform services or be employed by any entity, person, firm, or corporation that engages in business in competition with the Company or any subsidiary or affiliate thereof. This covenant of non-competition shall last for \_\_\_\_\_ months following the termination date hereof and shall operate to restrict Employee in the following market(s) only:

\_\_\_\_\_

5. Return of Property. Any and all Company property, documents, instruments, proprietary information, and materials shall promptly be returned to the Company. Return of such property shall be a condition precedent to the Company's obligation to pay any sums hereunder. Furthermore, it is understood that Employee shall not, whether presently and at any time in the future whatsoever, disclose any confidential knowledge or information that Employee may have been privy to, learned, or acquired during Employee's tenure of employment with the Company.

6. Release of All Claims. **EACH PARTY HERETO HEREBY FOREVER RELEASES, DISCHARGES, AND HOLDS HARMLESS THE OTHER PARTY HERETO FOR AND WITH RESPECT TO ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION AND CHARGES WHATSOEVER (COLLECTIVELY, "CLAIMS"), WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, TO THE EXTENT THAT SUCH CLAIMS ARE IN ANY WAY CONNECTED TO OR ARISE OUT OF EMPLOYEE'S EMPLOYMENT WITH THE COMPANY AND THE TERMINATION OF SUCH EMPLOYMENT, INCLUDING CLAIMS FOR PERSONAL INJURY, STATUTORY CLAIMS, COMMON LAW CLAIMS, AND OTHERS. ANY AND ALL LITIGATION, ARBITRATION, MEDIATION, AND REGULATORY CLAIMS,**



**INCLUDING WITHOUT LIMITATION, NLRB AND EEOC MATTERS, SHALL BE DISMISSED WITH PREJUDICE IN CONNECTION WITH THE EFFECTIVENESS OF THIS AGREEMENT.**

7. Employee Benefits. The Company shall continue providing Company benefits to Employee through \_\_\_\_\_. The Company makes no further agreements or compensation related to Employee's severance beyond what is expressly set forth in this Agreement.

8. Opportunity for Review by Counsel. Each party represents and warrants to the other that such party has had the opportunity to review and discuss this Agreement and the terms and implications hereof with counsel of its own choosing. The parties each acknowledge that they are entering this Agreement freely and voluntarily and not under any coercion or duress.

9. Breach and Remedies. In the event of a breach by Employee of any term of this Agreement, the Company shall be entitled to seek injunctive relief, as well as any other damages or remedies available, whether at law or in equity. Additionally, the prevailing party in any dispute hereunder shall be entitled to recover its reasonable attorney's fees and court costs in the enforcement of this Agreement.

10. No Admission of Fault. The parties hereto agree that nothing in this Agreement constitutes or shall be construed as an admission of wrongdoing or fault by either party.

11. Governing Law; Integration. This Agreement shall be governed and interpreted according to the laws of the State of \_\_\_\_\_. This Agreement reflects and constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

12. Severability. Should any provision of this Agreement be determined by a court of competent jurisdiction to be void, voidable, unenforceable, or invalid, such provision shall be severed or reduced in scope to the enforceable extent, and any such finding shall not affect the validity and enforceability of the remaining terms and provisions herein.

13. Confidentiality. The parties agree that this Agreement and the terms and provisions hereof shall remain confidential in all respects. Each party agrees not to disclose this Agreement or the terms hereof to any third party whatsoever, unless required by law.

Additional \_\_\_\_\_ Terms.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date set forth above.



The Company: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Employee:

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

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

