

NON SOLICITATION AGREEMENT

NON-SOLICITATION AGREEMENT

This Non-Solicitation Agreement ("Agreement") is entered into as of the Effective Date:

_____, by and between:

Party 1: Name: _____

Address: _____

City, State, Zip: _____

Party 2: Name: _____

Address: _____

City, State, Zip: _____

WHEREAS, Party 1 and Party 2 (collectively, the "Parties") have engaged in a business relationship and wish to protect their respective business interests, including but not limited to employees and clients;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS

a. "Clients" shall refer to any individual or entity that has engaged in business with either Party within the twelve (12) months preceding the termination of the business relationship.

b. "Employees" shall refer to any person employed by either Party at any time during the term of this Agreement.

c. "Solicitation" shall mean any direct or indirect attempt to encourage or induce any Client or Employee to terminate their relationship with either Party.

d. "Effective Date" shall mean the date on which this Agreement is fully executed by both Parties.

2. NON-SOLICITATION OBLIGATIONS

a. Party 2 agrees that for a period of _____ months following the termination of the business relationship, Party 2 shall not, directly or indirectly, solicit or attempt to solicit any Clients or Employees of Party 1.

b. Party 1 agrees that for a period of _____ months following the termination of the business relationship, Party 1 shall not, directly or indirectly, solicit or attempt to solicit any Clients or Employees of Party 2.

c. The Parties acknowledge that the restrictions contained in this Section 2 are reasonable and necessary to protect the legitimate interests of each Party.

3. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a period of _____ months, unless terminated earlier by mutual written consent of the Parties. Termination of this Agreement shall not affect any obligations that are intended to survive such termination.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____ for the resolution of any disputes arising under this Agreement.

5. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The Parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent and economic effect of the invalid or unenforceable provision.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. No representation, promise, or inducement not included in this Agreement shall be binding upon either Party.

7. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent by a nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, addressed to the Party at the address set forth above or such other address as a Party may designate by written notice to the other Party.

8. AMENDMENT

This Agreement may be amended only by a written agreement signed by both Parties. Any waiver of any provision of this Agreement shall not be deemed a waiver of any other provision or of the same provision on another occasion.

9. DEFAULT AND REMEDIES

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. The Parties agree that monetary damages may not be an adequate remedy for a breach of this Agreement and that the non-breaching Party shall be entitled to seek specific performance or injunctive relief as a remedy for any such breach.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Party 1:

Signature: _____

Date: _____

Print Name: _____

Party 2:

Signature: _____

Date: _____

Print Name: _____

Witness:

Signature: _____

Date: _____

Print Name: _____

Notary Public:

Signature: _____

Date: _____

Print Name: _____

Commission Expiration Date: _____