

**[YOUR BUSINESS NAME]  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT entered into by and among [YOUR BUSINESS NAME] (“[YOUR BUSINESS NAME]” or “Employer”) and [YOUR EMPLOYEE NAME] (“Employee”) and is effective as of [TODAY’S DATE]. The Employer and the Employee are referred to in this Agreement together as the “Parties,” “we,” “our” or “us,” or individually as a “Party.”

**RECITALS**

- A. [YOUR BUSINESS NAME] is a [THE STATE YOUR BUSINESS IS REGISTERED] limited liability company that provides locksmith services within a 100 mile radius of its office in [BUSINESS LOCATION CITY, STATE]. The service area of [YOUR BUSINESS NAME] includes areas in [YOUR SURROUNDING COUNTIES].
- B. [YOUR BUSINESS NAME] desires to hire skilled employees to serve and expand its practice.
- C. Employee desires to work for [YOUR BUSINESS NAME] and to provide services on the terms and conditions set forth below.

The Parties are entering into this agreement to define [YOUR BUSINESS NAME]’s and Employee’s obligations during the course of employment. The Employee understands that his or her employment with [YOUR BUSINESS NAME] is conditioned on the Employee’s good faith agreement to comply with the spirit and terms of this Agreement. Therefore, in consideration of our respective rights and obligations set out below, [YOUR BUSINESS NAME] and Employee agree as follows:

- 1. Consideration.** [YOUR BUSINESS NAME] has hired Employee as a Locksmith Technician based on Employee’s agreement to, and acceptance of, the terms, compensation, limitations and agreements stated in this Agreement. In return for Employee’s agreements stated in this Agreement, [YOUR BUSINESS NAME] will hire Employee as an at-will employee. The Parties expressly acknowledge the sufficiency of the consideration set forth in this Agreement.
- 2. Terms of Employment.** [YOUR BUSINESS NAME] hereby employs Employee as a Locksmith Technician and Employee hereby accepts employment by [YOUR BUSINESS NAME] upon the terms and conditions hereinafter set forth in this Agreement. Employee shall perform such duties and assume such responsibilities in a prudent and professional manner. The Parties acknowledge that Employee’s employment is “at will” which means that either [YOUR BUSINESS NAME] or Employee may terminate this Agreement with or without cause at any time, provided however, that both the [YOUR BUSINESS NAME] and Employee shall make good faith efforts to provide two weeks’ notice prior to terminating the employment relationship.
- 3. Employee’s Duties.** The Employee will provide the services identified in the job description attached as Exhibit A. [YOUR BUSINESS NAME] may extend or curtail Employee’s duties and responsibilities from time to time. Employee will provide such services on site at [YOUR BUSINESS NAME]’s jobsites or at [YOUR BUSINESS NAME]’s office. Employee’s representation of [YOUR BUSINESS NAME] to and regarding customers and the public, will in all events be consistent with [YOUR BUSINESS

NAME]’s best interests and with [YOUR BUSINESS NAME]’s policies and standards. **Employee shall comply with all federal and state laws at all times. Employee will immediately advise [YOUR BUSINESS NAME] of any arrests and/or violations related to Employee’s ability and/or authorization to operate motor vehicles.**

**4. Time and Call Records.** Employee is expected to work forty (40) hours per week and may, if Employee chooses, work after hours calls. Employee shall keep track of all locksmith calls handled by Employee using [YOUR BUSINESS NAME]’s invoicing system.

**5. Evaluation and Training Period.** Employee must successfully complete an evaluation period of 90 days (“Evaluation and Training Period”). The Evaluation and Training Period is intended to give new and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance. [YOUR BUSINESS NAME] uses The Evaluation and Training Period to evaluate an employee’s capabilities, work habits, conduct, and overall performance, including an employee’s relationship with coworkers and clients.

**6. Compensation.** [YOUR BUSINESS NAME] will pay Employee the compensation stated below. [YOUR BUSINESS NAME] paydays have been explained to Employee. All compensation [YOUR BUSINESS NAME] pays any employee is subject to standard employer withholdings, and may also be reduced by pre-tax deductions for insurance, Simple IRA contributions and other similar purposes. Compensation shall be paid on commission as described herein but shall not be less than the current [THE STATE YOUR BUSINESS OPERATES IN] minimum hourly wage.

- A. **Evaluation and Training Period.** During the Evaluation and Training Period, Employee shall be paid [AMOUNT OF TRAINING PAYMENT] per week, exclusive of taxes and other deductions.
- B. **Compensation Evaluation and Training Period.** After Employee successfully completes the Evaluation and Training Period, Employee may elect to either i) receive a salary in the amount of [SALARY AMOUNT] per week, exclusive of taxes and other deductions, or ii) commission-based pay starting at twenty percent (20%) of the service and labor charges, and ten percent (10%) of parts and materials charges on all invoices for calls handled 100% by Employee.
- C. **After Hours Calls.** “After Hours Calls” are defined as any call that occurs outside of Monday-Friday, 9:00 a.m. to 5:00 p.m., or on the following national holidays: New Year’s Day; Martin Luther King Day; President’s Day; Memorial Day; the 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas. Employee is not required to work After Hours Calls. However, if Employee chooses to work After Hours Calls after the 90-Day Training and Evaluation Period, Employee shall be paid forty percent (40%) of service and labor charges and ten percent (10%) of parts and materials charges on all invoices for After Hours Calls handled 100% by Employee.
- D. **“Day Rates.”** If [YOUR BUSINESS NAME] requires Employee’s work for a [YOUR BUSINESS NAME] customer for an entire day (defined as 8 hours or more of work), [YOUR BUSINESS NAME] shall pay Employee a day rate of [DAILY PAYMENT RATE] per day after Employee’s

successful completion of the Evaluation and Training Period. Before Employee's successful completion of the Evaluation and Training Period, Employee shall be paid as set forth in Section 6(A).

**7. Outside Employment.** Employee is expected to devote his or her best efforts to [YOUR BUSINESS NAME]'s interests and business. [YOUR BUSINESS NAME] will permit Employee to take on outside projects and/or employment which do not interfere with [YOUR BUSINESS NAME]'s business, which do not unreasonably interfere with Employee's performance for [YOUR BUSINESS NAME], and which are approved in advance in writing by [YOUR BUSINESS NAME]. No outside work may be done during Employee's scheduled work hours for [YOUR BUSINESS NAME], and none of [YOUR BUSINESS NAME]'s facilities, equipment, labor or supplies may be used for any outside activity unless approved in advance in writing by [YOUR BUSINESS NAME].

**8. Vacations, Holidays, Illness Days and Leaves.** Employee may take unpaid vacation or unpaid leave with the approval of [YOUR BUSINESS NAME].

**9. Voluntary Benefits.** The Employee will be eligible to participate in any insurance, profit sharing or other voluntary benefit [YOUR BUSINESS NAME] chooses, from time to time, to offer its other comparable employees, subject to the participation standards and other terms of any such voluntary benefit. The Parties acknowledge that [YOUR BUSINESS NAME] is not subject to the Affordable Care Act and is not required to provide health coverage to employees under current law. All voluntary benefits provided by [YOUR BUSINESS NAME] are at the sole discretion of [YOUR BUSINESS NAME] and may be revoked at any time. [YOUR BUSINESS NAME] has no obligation to adopt or to continue any voluntary benefit.

**10. Valid State License.** Employee represents that as of the Effective Date of this Agreement, he or she has, and at all times during employment will have, a valid [THE STATE YOUR BUSINESS OPERATES IN] driver's license. Prompt disclosure to Employer within 24 hours of any revocation, withdrawal or non-renewal of Employee's driver's license is required. Non-disclosure under this Section shall be deemed a material breach of this Agreement and shall be grounds for termination pursuant to Section 2 of this Agreement.

**11. Criminal Background Check.** Prior to the commencement of employment, and each year thereafter, Employer shall obtain and review a criminal history research report for Employee. If Employee has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, or who has been convicted at any time of any offense that is punishable as a felony under the laws of the State of [THE STATE YOUR BUSINESS OPERATES IN] or any other state, such offense shall be deemed a material breach of this Agreement and shall be grounds for termination pursuant to Section 2 of this Agreement.

**12. Disclosure of Information.**

A. By acceptance of this Agreement, Employee expressly acknowledges that he or she has received or will receive certain Confidential or Proprietary Information pertaining to the operations and business affairs of [YOUR BUSINESS NAME] and that such information is a valuable, special and unique asset of the business of [YOUR BUSINESS NAME]. Employee also acknowledges that he or she may receive information from [YOUR BUSINESS NAME]'s clients,

including, but not limited to, information regarding the locations and existence of various security systems.

B. For purposes of this section, the term "Confidential or Proprietary Information" shall mean all non-public information which is known only to [YOUR BUSINESS NAME] or to Employee and employees, former employees, consultants, independent contractors, customers, clients or others in a confidential relationship with [YOUR BUSINESS NAME] and relates to specific matters, including, but not limited to: [YOUR BUSINESS NAME]'s employee training program; [YOUR BUSINESS NAME]'s customers, clients and prospective clients; [YOUR BUSINESS NAME]'s customer, client and prospective customer and client lists; [YOUR BUSINESS NAME]'s client and customer contracts; [YOUR BUSINESS NAME]'s price margins; [YOUR BUSINESS NAME]'s finances and financial projections; [YOUR BUSINESS NAME]'s current and future business plans and models; [YOUR BUSINESS NAME]'s lists of marketing and supplier relationships; [YOUR BUSINESS NAME]'s business partners; [YOUR BUSINESS NAME]'s books; [YOUR BUSINESS NAME]'s records; [YOUR BUSINESS NAME]'s proprietary and/or patentable ideas; existing and/or contemplated products and services; proprietary software; schematics; research and development; sales materials; products developed or patented by [YOUR BUSINESS NAME]; [YOUR BUSINESS NAME]'s copyrights and trade secrets; [YOUR BUSINESS NAME]'s acquisition activities; [YOUR BUSINESS NAME]'s franchise or expansion activities; and such other information as may exist from time to time which Employee may have acquired or obtained by virtue of work performed by or on behalf of [YOUR BUSINESS NAME], of which Employee has acquired or may acquire knowledge during the performance of said work, and which is not known to others or readily available to others from sources other than Employer, or is not in the public domain. Employee hereby acknowledges and agrees that all records and materials, irrespective of form or media, pertaining to [YOUR BUSINESS NAME]'s business activities, business relationships, or Confidential or Proprietary Information, are the sole and exclusive property of [YOUR BUSINESS NAME]

C. Employee agrees that he or she shall not, during his or her employment under this Agreement or at any time thereafter, disclose any Confidential or Proprietary Information to any person, firm, corporation, association, or other entity (other than to persons within [YOUR BUSINESS NAME] ) for any reason or purpose whatsoever without the prior written consent of [YOUR BUSINESS NAME].

D. Employee hereby agrees that immediately upon any termination of this Agreement, for any reason whatsoever, Employee shall return to [YOUR BUSINESS NAME] all copies of any such Confidential or Proprietary Information (in whatever form) then in Employee's possession. Employee and [YOUR BUSINESS NAME] agree that upon a breach or violation of any provision of this Section, [YOUR BUSINESS NAME], in addition to all other remedies which might be available to it, shall be entitled as a matter of right to equitable relief in any court of competent jurisdiction, including the right to obtain injunctive relief or specific performance. Employee and [YOUR BUSINESS NAME] agree that the remedies at law for any such breach or violation are not fully adequate and that the injuries to the [YOUR BUSINESS NAME] as a result of the continuation of any breach or violation are incapable of full calculation in monetary terms and, therefore, constitute irreparable harm. The provisions of this Section shall survive termination of this Agreement.

**13. Non-Solicitation and Restrictive Covenants.** Employee and [YOUR BUSINESS NAME] agree that it would be impractical, if not impossible, for Employee to work for a locksmith business competitive to [YOUR BUSINESS NAME] without using, misappropriating or revealing [YOUR BUSINESS NAME]'s trade secrets. Employee agrees that Employee has received and will receive training from [YOUR BUSINESS NAME] that will contain trade secrets and that these restrictive covenants are necessary and reasonable to protect such trade secrets. In order to protect [YOUR BUSINESS NAME]'s trade secrets and confidential information, as defined herein, Employee agrees that during the term of this Agreement and for a period of eighteen (18) months following the end of the Employment Period, Employee will not:

A. Start a competitive locksmith business within a 100 mile radius of [YOUR BUSINESS NAME]'s primary office, as registered with the [THE STATE YOUR BUSINESS OPERATES IN] Secretary of State website;

B. Work for a competitor of [YOUR BUSINESS NAME] that provides locksmith services within a 100 mile radius of [YOUR BUSINESS NAME]'s primary office, as registered on the [THE STATE YOUR BUSINESS OPERATES IN] Secretary of State website;

C. Hire, offer to hire, entice away or in any other manner persuade or attempt to persuade any officer, employee or agent of [YOUR BUSINESS NAME] to alter or discontinue a relationship with [YOUR BUSINESS NAME] or to do any act that is inconsistent with the interests of [YOUR BUSINESS NAME]; or

D. Directly or indirectly solicit, offer to sell, sell or otherwise market or provide competitive products or services to existing or prospective customers or clients of [YOUR BUSINESS NAME] determined at the date of termination or any former customer of [YOUR BUSINESS NAME] existing within the twelve (12) months preceding the date of termination;

E. Interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between [YOUR BUSINESS NAME] and any of its clients, partners, employees, agents or independent contractors, with whom [YOUR BUSINESS NAME] has worked within the last 12 months;

F. Directly or indirectly solicit work from an existing [YOUR BUSINESS NAME] client or customer for which [YOUR BUSINESS NAME] has performed work, solicited work or to which [YOUR BUSINESS NAME] has submitted a proposal within the past twelve (12) months that is substantially related to work provided on behalf of [YOUR BUSINESS NAME] or solicit or engage in any business or work on a contract or consulting basis related to or arising from work performed by Employee or relationships developed because of the work performed for [YOUR BUSINESS NAME] during the Employment Period, unless Employee first obtains written approval from [YOUR BUSINESS NAME], which shall not be unreasonably withheld. Reasonable causes for withholding such approval shall include, but shall not be limited to, instances in which Employee's actions would jeopardize or interfere with a current or anticipated business opportunity between [YOUR BUSINESS NAME] and a current or prospective client of [YOUR BUSINESS NAME].

G. Employee expressly agrees and acknowledges that these restrictive covenants are necessary to protect [YOUR BUSINESS NAME]'s trade secrets and to prevent Employee from

using [YOUR BUSINESS NAME]'s trade secrets for a direct competitor to the detriment of [YOUR BUSINESS NAME]. Employee further agrees that these restrictive covenants are reasonable with respect to duration and geographic scope.

**14. Assignment.** This Agreement and rights and obligations of the Parties hereto may be assigned by [YOUR BUSINESS NAME] and shall bind and inure to the benefits of the assigns, successor or successors of [YOUR BUSINESS NAME]. Insofar as payments are to be made to Employee after his or her death, such payments shall inure to the benefit of the assigns, heirs, estate or legal representative of Employee. This Agreement is personal to Employee and shall not be assigned by Employee.

**15. Governing Law.** This Agreement shall be interpreted and governed in accordance with the laws of the State of [STATE YOUR BUSINESS OPERATES IN]. Employee irrevocably consents to the jurisdiction of the [COUNTY YOUR BUSINESS OPERATES IN] courts.

**16. Mediation and Mandatory Binding Arbitration.**

A. If a dispute arises from or related to Employee's employment, this Agreement, or the breach thereof, either the Employee or [YOUR BUSINESS NAME] may refer the request to mediation by providing written notice to the other Party. Within ten (10) days of the receipt of such written request, the Parties shall select a trained and impartial mediator with experience in employment issues. If the Parties are unable to agree to a mediator, each Party shall select one mediator and the two mediators together shall select a third mediator, who alone shall mediate the dispute. The Parties agree to and shall mediate a dispute prior to taking legal action. All costs of mediation shall be shared equally by [YOUR BUSINESS NAME] and Employee.

B. If the Parties are unable to resolve a dispute arising from or related to Employee's employment, this Agreement, or the breach thereof through mediation within sixty (60) days, any remaining controversy or claim arising from or related to Employee's employment, this Agreement, or the breach thereof, will be settled by final and binding arbitration in accordance with the [STATE YOUR BUSINESS OPERATES IN] state laws. Such arbitration shall be administered by a mutually agreed upon arbiter or an arbiter appointed by the Judicial Arbiter Group or similar entity, if the Judicial Arbiter Group no longer exists. The Arbitrator shall award fees and costs, including attorneys' fees, to the prevailing Party.

C. Nothing herein shall prevent [YOUR BUSINESS NAME] from seeking injunctive relief from any court having jurisdiction in the event that [YOUR BUSINESS NAME] is faced with immediate or irreparable resulting from any actions or negligence of Employee.

**17. Severability.** If any part of this Agreement is for any reason declared to be illegal, invalid, unconstitutional, void or unenforceable, all other provisions hereof not so held shall be and remain in full force and effect, and the intention of the Parties as expressed in the stricken provision(s) shall be given effect to the extent possible.

**18. Indulgences Not Waivers.** Neither any failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege it has under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or of any other right, remedy, power or privilege.

**19. Counterparts and Signing.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement may be executed by facsimile signature or e-mail, which shall have binding effect. Copies of original execution pages of this Agreement shall have the same force and effect as the originals themselves.

**20. Notice.** Any notices required or permitted to be sent pursuant to this Agreement shall be in writing and shall be deemed served, given, delivered and received upon the earlier of: (a) when personally received by the Party to whom it is addressed; or (b) three (3) business days after being deposited with the United States Postal Service, registered or certified mail, return receipt requested; or (c) one business day after being deposited with a commercial overnight courier for overnight delivery with all required charges prepaid. All notices sent pursuant to clause (b) or (c) above shall be addressed to the Party to be served at the appropriate address, as set forth below. Any Party may change its address for the purpose of this Section by giving written notice of such change to all other Party in the manner provided for in this Section.

Employee:

[YOUR EMPLOYEE'S NAME]

Address:

Phone:

Email:

[YOUR BUSINESS NAME]:

[YOUR NAME]

[YOUR BUSINESS ADDRESS - STREET]

[YOUR BUSINESS ADDRESS - CITY, STATE, ZIP CODE]

With a copy to:

[YOUR LAWYER'S NAME]

[YOUR LAWYER'S COMPANY]

[YOUR LAWYER'S ADDRESS - STREET]

[YOUR LAWYER'S ADDRESS - CITY, STATE, ZIP CODE]

[YOUR LAWYER'S EMAIL ADDRESS]

**21. Construction.** Where context requires, the singular includes the plural (and vice versa), the disjunctive includes the conjunctive (and vice versa), and the masculine, feminine, and indeterminate gender pronouns are inclusive rather than exclusive.

**22. Representations, Warranties, and Covenants.** The Parties represent, warrant and covenant as follows:

- A. This Agreement is the result of negotiations between Parties who have equal access to information concerning this transaction;

- B. They have obtained, or have had adequate opportunity to obtain, legal advice concerning the meaning and effect of this Agreement and they have had sufficient time to consider the meaning and effect of this Agreement;
- C. They are fully aware and clearly understand all of the terms and provisions contained in this Agreement and voluntarily accept those terms and provisions.

**23. Entire Agreement; Modifications.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions of the Parties. There are no conditions, representations, warranties, covenants, agreements or other provisions, express or implied, relating to the subject matter of this Agreement except as expressly provided in this Agreement. This Agreement may only be changed, modified, supplemented or amended by an agreement in writing signed by the Party to be bound thereby. No provision in this Agreement may be waived without a written amendment or written waiver.

IN WITNESS WHEREOF and intending to be legally bound hereby, the Parties have duly executed and delivered this Agreement as of the date first stated above.

EMPLOYEE:

\_\_\_\_\_  
[YOUR EMPLOYEE'S NAME (TYPED)]

\_\_\_\_\_  
Date

EMPLOYER:

\_\_\_\_\_  
[YOUR NAME]  
Managing Member  
[YOUR BUSINESS NAME]

\_\_\_\_\_  
Date

**Exhibit A – Job Description- Locksmith Technician**

Required Skills: Employee agrees to work full time and to use his/her best efforts while rendering services for [YOUR BUSINESS NAME]. All employees must be in suitable physical condition to perform manual labor, including heavy lifting of objects and supplies. Employees must have excellent customer service skills. Employee must have a valid driver’s license.

Jobsites: All jobsites are to be left clean and in the condition they were in upon arrival.

Invoices: All invoices are to be written out legibly and signed by the customer, and turned into accounting with any other corresponding paperwork or files no later than the next business day.

On Call Requirements: “On Call” shall be defined as any time Employee is available for After Hours Calls, as defined in the Agreement. When Employee is "On Call", Employee shall answer the phone in a timely manner. While “On Call,” if Employee receives a work request, Employee will be compensated with "After Hours Rates" or “Overtime Rates”. It is Employee’s responsibility to mark that invoice with an "OT rates” in the corner and place a copy of the invoice in Employee’s designated overtime folder with accounting. Any invoices that have not been submitted correctly may receive a delay in payment. All overtime payments will accrue on Employee’s next scheduled paycheck. The “On Call” technician shall report any messages to dispatch or the [YOUR BUSINESS NAME] owner upon arriving at the shop first thing the next morning. Employee’s calls may be monitored for quality assurance.

State License Fees and Background Checks: [YOUR BUSINESS NAME] will pay for Employee’s state license fees and background checks after Employee successfully completes the Evaluation and Training Period. [YOUR BUSINESS NAME] will pay for Employee’s, training and training expenses, provided that the Employee remains in good standing at all times. If an employee is not in good standing, the employee will be required to obtain CEU hours at their own expense. Any employee that voluntarily terminates their employment within the first year agrees that [YOUR BUSINESS NAME] may deduct all licensing fees paid for by [YOUR BUSINESS NAME] obtained from employee’s final paycheck.

Company Property: The property of [YOUR BUSINESS NAME] should be protected and treated appropriately by employees at all times. Employees will not use any property belonging to [YOUR BUSINESS NAME] for their personal business, unless permission has been obtained by the [YOUR BUSINESS NAME] owner. The [YOUR BUSINESS NAME] Service Shop is off limits to employees after working hours unless permission has been granted for use. Shop is monitored for access at all times.

Records: All records relating to customers of [YOUR BUSINESS NAME], whether prepared by the employee or given to the employee by [YOUR BUSINESS NAME] for a work order under completion, are the property of [YOUR BUSINESS NAME] Service and should be kept secure at all times.

Tools: All tools issued to employees for use to complete work orders are the property of [YOUR BUSINESS NAME] Service. Employees shall assume responsibility for all tools, stock, files or paperwork and any other materials used to complete work orders. While it is understood that items can occasionally become misplaced or break due with age, if items continually come up missing or broken, the employee will be required to pay for or replace the broken item with a new one of equal or greater value.

Vehicles: All receipts for fuel or maintenance for service vehicles are to be marked with technician's name and mileage and turned into accounting. Road technicians shall report to the [YOUR BUSINESS NAME] owner any issues arising with any service vehicle immediately so that arrangements for the proper repairs may be made.

Professionalism: Employees shall represent [YOUR BUSINESS NAME] with the highest degree of professionalism and loyalty. Employee shall not at any time or in any manner, divulge, discuss or communicate to any person, firm, corporation or other entity in any manner whatsoever any confidential information concerning any matters affecting or relating to the business of the [YOUR BUSINESS NAME].

Employee shall not accept kickbacks or special favors from any customer or manufacturer while employed. [YOUR BUSINESS NAME] Service Employees will not under any circumstance accept product or service swaps, sexual favors, IOUs or promises that can be used as payment for services rendered.

All clients of [YOUR BUSINESS NAME] have the legal right to privacy. No client information is to be shared with any outside source, including other clients or companies, under any circumstance. Employees are not allowed to use any client information for personal gain, in any way.

Request to leave a regularly scheduled work day early due to appointments, school functions, etc., must be submitted to the [YOUR BUSINESS NAME] owner at least two (2) days in advance.