NON-COMPETE AGREEMENT

This Non-Compete Agreement (this "Agreement") is made effective as of _____, by and between _____ and _____. In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as "The Company", and the party who is agreeing not to compete shall be referred to as "The Signee".

_____

1. NON-COMPETE COVENANT. For a period of _____ after the effective date of this Agreement, The Signee will not directly or indirectly engage in any business that competes with The Company. This covenant shall apply to the geographical area that includes all of the State of Tennessee.

2. NON-SOLICITATION COVENANT. For a period of ___ years after the effective date of this Agreement, The Signee will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of The Company. Further, for a period of ___ years after the effective date of this Agreement, The Signee will not directly or indirectly solicit, induce or attempt to induce any employee of The Company to terminate his or her employment with The Company.

3. PAYMENT. The Company will pay compensation to The Signee for the covenants of The Signee in the amount of $_____. This compensation shall be payable in a lump sum on _____.

4. CONFIDENTIALITY. The Signee will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The Signee, or divulge, disclose, or communicate in any manner any information that is proprietary to The Company. The Signee will protect such information and treat it as strictly confidential. The obligation of The Signee not to disclose confidential information shall continue for a period of ___ years after the effective date of this Agreement. Within 30 days after receiving a written request, The Signee will return to The Company all records, notes, documentation and other items that were used, created, or controlled by The Signee.

5. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

6. SEVERABILITY. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any

FREE PRINTABLE LEGAL FORMS.com

provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. INJUNCTION. It is agreed that if The Signee violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate The Company. Therefore, The Company will be entitled to seek injunctive relief (i.e., a court order that requires The Signee to comply with this Agreement) to enforce the terms of this Agreement.

8. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of _____.

PROTECTED PARTY:
Company name

By: _____
The Company

NON-COMPETING PARTY:
_____

By: _____
_____
Signee