**RESTRICTIVE COVENANT**

This Restrictive Covenant (“Covenant”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_\_\_ 20\_\_\_ by and between [Insert Employer Name](“Employer”), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Employee”). Collectively, Employer and Employee shall be referred to as the “Parties.”

WHEREAS, Employer offers a grant of employment to Employee (“Offer”); and

WHEREAS, Employee wishes to accept Employer’s Offer; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. Post-Employment Restrictions. The Parties understand and agree that Employer’s relationship with its customers is one of the most valuable assets of Employer. These relationships and the goodwill that Employer has developed with its customers are crucial to Employer’s present and future success. The Parties agree that Employer’s customer contacts and relations are established and maintained at great expense and that Employee, by virtue of employment with Employer, has had unique and extensive exposure to and personal contact directly with Employer’s customers.

The Parties further agree that Employer’s clients with whom Employee had direct or indirect contact are a small percentage of the total number of organizations and associations who are clients for companies offering the same or similar services and products offered by Employer. Further, the Parties agree that the terms and conditions of the following restrictive covenants are reasonable and necessary for the protection of Employer’s business, trade secrets and confidential information and to prevent damage or loss to Employer as a result of action taken by Employee. Employee acknowledges that the post-employment restrictions contained in this Agreement are reasonable and do not inhibit the free flow of trade or business. Employee acknowledges that Employee could continue to actively pursue Employee’s career and earn sufficient compensation in the same or similar business without breaching any of the restrictions contained in this Agreement. Therefore, the Parties agree as follows:

1. Employee agrees that, for a period of two (2) years following the separation of employment with Employer, whether voluntary or involuntary, Employee will not, directly or indirectly, individually or as an employee, agent, partner, shareholder, consultant, or in any other capacity, canvass, contact, solicit or accept any of Employer’s customers with whom Employee had direct contact during the one (1) year period preceding Employee’s separation of employment, whether voluntary or involuntary, for the purpose of providing services or products that are substantially similar to the services or products which Employer provides to said customers. It is understood and agreed that the fluid customer list limitation contemplated by the Parties closely approximates the area of Employer’s vulnerability to unfair competition by Employee and does not deprive Employee of legitimate competitive opportunities to which Employee is entitled.
2. Employee agrees that, for a period of two (2) years following the separation of employment with Employer, whether voluntary or involuntary, Employee will not, directly or indirectly, individually or as an employee, agent, partner, shareholder, consultant, or in any other capacity, canvass, contact, cause, attempt to cause, or induce any of Employer’s customers with whom Employee had direct contact during the one (1) year period preceding Employee’s separation of employment to withdraw any business or service from Employer. It is understood and agreed that the fluid customer list limitation contemplated by the Parties closely approximates the area of Employer’s vulnerability to unfair competition by Employee and does not deprive Employee of legitimate competitive opportunities to which Employee is entitled.

(c) Employee agrees that, for a period of two (2) years following the separation of employment with Employer, whether voluntary or involuntary, Employee will not interfere with or attempt to impair the relationship between Employer and any of its employees by attempting, directly or indirectly, to solicit, entice, or otherwise induce any employee to terminate his/her association with Employer to accept employment with a competitor of Employer. The term “solicit, entice or induce” includes, but is not limited to, the following: (i) initiating communications with an employee of Employer relating to possible employment with a competitor of Employer; (ii) offering bonuses or additional compensation to encourage employees of Employer to terminate their employment to accept employment with a competitor of Employer; (iii) referring employees of Employer to personnel or agents employed or engaged by competitors of Employer; or (iv) referring personnel or agents employed or engaged by competitors of Employer to employees of Employer. This restriction does not prevent Employee’s future employer from hiring any Employer employees without Employee’s involvement.

(d) Employee agrees that, for a period of two (2) years following the separation of employment with Employer, whether voluntary or involuntary, Employee will not interfere with or attempt to impair the relationship between Employer any and any of its employees by attempting, directly or indirectly, to solicit, entice, or otherwise induce any employee to terminate his/her association with Employer to accept employment with any entity with which Employee is an employee, officer, agent, independent contractor, consultant, and/or representative (the “Entity”). For purposes of this subparagraph, Entity shall include any affiliates of the Entity. The term “solicit, entice or induce” includes, but is not limited to, the following: (i) initiating communications with an employee of Employer relating to possible employment with the Entity; (ii) offering bonuses or additional compensation to encourage employees of Employer to terminate their employment to accept employment with the Entity; (iii) referring employees of Employer to personnel or agents employed or engaged by the Entity; or (iv) referring personnel or agents employed or engaged by the Entity to employees of Employer. This restriction does not prevent Employee’s future employer from hiring any Employer employees without Employee’s involvement.

Employee agrees that any breach of any aspect of this paragraph will entitle Employer to any and all relief provided for under Paragraph 2.

1. Enforcement. Employee acknowledges that an irreparable injury will result to Employer and its business in the event of a breach of any of the covenants or obligations of Employee contained in this Agreement. Employee also acknowledges and agrees that the damages or injuries which the Company may sustain as a result of such a breach are difficult to ascertain and money damages alone would not be an adequate remedy to Employer. Employee therefore agrees that if a controversy arises concerning the rights or obligations of a party under this Agreement or Employee breaches any of the covenants or obligations contained in this Agreement, Employer shall be entitled to any injunctive, or other, relief necessary to enforce, prevent or restrain any violation of the provisions of this Agreement (without posting a bond or other security). Such relief, however, shall be cumulative and non-exclusive and shall be in addition to any other right or remedy to which Employer may be entitled. Employee also agrees that any breach by Employee of Employee’s obligations enumerated in this Agreement shall entitle Employer to the return of any benefit received by Employee, hereunder, and reimbursement of any and all attorneys’ fees incurred in enforcing this Agreement or taking action against Employee for breach of this Agreement.
2. At*-*Will. Nothing in this covenant shall alter in any way the at will nature of Employee’s employment with Employer, nor is it a promise of continued employment or employment for any specified term.
3. Severability. The Parties understand and agree that the provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions of the clauses shall not affect the validity or enforceability of the other provisions or clauses hereof.
4. Survival. The provisions of this Covenant will survive the end of Employee’s employment with Employer.
5. Governing Law. The Parties agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of New York.

By: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Printed Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature