



# YES FOR EARLY SUCCESS COOPERATIVE EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, (the "Employee") and \_\_\_\_\_ (the "Employer").

WHEREAS, the Employer desires to secure and maintain the services of the Employee and the Employee desires to enter into an Agreement of employment with the Employer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the parties hereby agree as follows:

## 1. Employment and Duties:

The Employer does hereby employ the Employee on an "at will" basis. The Employee hereby accepts such employment and shall devote her/his entire time and best efforts to the performance of her/his duties of \_\_\_\_\_ who are clients of the Employer and such additional duties as the Employer may request from time to time. Employee shall work such hours as may be directed by Employer.

## 2. Compensation:

The Employee shall receive as compensation for her/his services the sum of \_\_\_\_\_ per hour (or per year) plus .

## 3. Termination:

The employment of the Employee shall automatically terminate on her/his death or the bankruptcy or dissolution of the Employer. Employee acknowledges that Washington is an "at will" employment state and Employer may terminate with or without cause. Employer requests Employee give \_\_\_\_\_ days notice should Employee wish to terminate.

## 4. Non-Solicitation:

For and in consideration of the Employee's employment and the monies invested by the Employer in the training of the Employee, the parties agree that during the Employee's employment by the Employer and for \_\_\_\_\_ month(s) thereafter within a \_\_\_\_\_ mile radius of \_\_\_\_\_, the Employee shall not solicit any other employees after they terminate his/her employment. The Employee shall not solicit any of Employer's customers. Employer invested significant resources into building brand loyalty and creating a customer base. These names and personal information constitute a trade secret. Violation of this clause entitles Employer to seek injunctive relief against Employee. Any violation of this section shall cause irreparable harm to Employer. This provision shall not limit any remedies that employer may seek should Employee solicit any other of Employer's employees or customers. Employer may file an injunction along with any other legal remedy afforded to Employer.

## 5. Confidential Information:

During the term of her/his employment and forever thereafter, the Employee shall hold in confidence all knowledge and information of a confidential nature with respect to the Employer including, but not limited to financial data, market data, customer/client lists and any and all other information related to the Employer and Employee shall not disclose, publish or make use of the same without the prior written consent of the Employer, except when necessary to comply with applicable law.



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## 6. Notices:

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail to her/his residence in the case of the Employee or to the principal office in the case of the Employer.

## 7. Waiver of Breach:

The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

## 8. Binding Effect:

This Agreement shall be binding upon the inure to the benefit of the successors and assigns of the Employer and the personal representative of the Employee.

## 9. Governing Law:

This Agreement shall be governed by the laws of the State of Washington. Jurisdiction and venue shall rest in \_\_\_\_\_ County, Washington.

## 10 Separability of Provisions:

If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions thereof and any application thereof shall in no way be affected or impaired.

## 11. Entire Agreement:

The foregoing contains the entire agreement of the parties and may not be altered, amended, or terminated except by an instrument in writing signed by the parties hereto.

## 12. This agreement and the employment of Employee shall be automatically extended beyond the term provided for herein if Employee continues in the employ of Employer beyond the date provided in paragraph 1 above.

This extension shall be in effect regardless of increases or decreases in the compensation, benefits or duties as may from time to time occur without written modification of this agreement. This provision is intended to allow Employer and Employee to modify the compensation, benefits and duties without the necessity of a formal written agreement and yet preserve the enforceability of the other provisions of this agreement.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.**

**EMPLOYEE:**

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**EMPLOYER:**

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