

Employment Contract

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Employment Agreement

This agreement sets the terms of employment between the Company and the Employee. Complete the bracketed fields, choose ONE option wherever choices are offered, strike anything your state does not allow, and have both parties sign before the first day of work.

1. Parties

Company legal name / state of formation /

address: _____

Employee full legal name / address: _____

2. Position & Duties

Job title: _____

Core duties and responsibilities: _____

Reports to (title): _____

3. Term of Employment (choose one)

☐ AT-WILL: Employment is at-will. Either party may end the employment at any time, with or without cause or notice, subject to Section 9. Nothing in this Agreement creates a promise of continued employment.

☐ FIXED TERM: Employment begins on the start date below and continues until _____, unless ended earlier under Section 9.

Start date: _____

4. Compensation

Salary (\$ per year) OR wage (\$ per hour): _____

Pay schedule (bi-weekly / semi-monthly): _____

☐ Exempt under the FLSA (salary and duties tests met)

☐ Non-exempt: overtime paid at 1.5x the regular rate past 40 hours per workweek

Bonus / commission plan, if any (attach the plan; state when amounts are earned): _____

5. Schedule & Location

Work schedule / weekly hours: _____

Primary work location / remote policy: _____

6. Benefits

The Employee is eligible for the Company's benefit plans as described in the applicable plan documents and employee handbook, which control over any summary here.

Benefits summary (health, retirement, PTO): _____

7. Confidentiality & Intellectual Property

The Employee will not use or disclose the Company's confidential information except to perform this job, during or after employment. All work product, inventions, and materials created within the scope of employment are the sole property of the Company, and the Employee assigns all rights in them to the Company.

8. Restrictive Covenants (strike what your state does not enforce)

- ☐ Non-solicitation of Company clients and employees for ____ months after departure
- ☐ Non-compete limited to ____ months and ____ (geography/scope), where enforceable

Protected business interest the covenant serves: _____

9. Termination

Notice period required from each party: _____

Definition of cause (if the term above is fixed or cause-based): _____

Final pay and expense reimbursement handling (follow state deadlines): _____

10. General

This Agreement is the entire agreement between the parties on its subject, replaces prior discussions, may be amended only in a writing signed by both parties, and is governed by the law of the state below.

Governing law (state): _____

11. Signatures

Company representative signature / title / date: _____

Employee signature / date: _____

INSTRUCTIONS FOR USE

Choose exactly one Term option in Section 3 and align Section 9 with it. Confirm the FLSA classification in Section 4 against the current duties and salary tests, and check your state's rules before relying on Section 8. This template is provided for informational purposes only and does not constitute legal advice. Laws vary by state and change over time; for guidance on your specific situation, consult a licensed employment attorney.