



EMPLOYMENT AGREEMENT

This AGREEMENT, entered into this ___ day of [Month], 20__, between [Business], a [state of incorporation] (the "Company"), and [name of employee] (the "Employee"),

WITNESSETH THAT:

WHEREAS, the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment of the Employee by _____(Enter Name of Staffing Agency Here);

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by _____(Enter Name of Staffing Agency Here) and the Employee as follows:

1. Position; Employment Period

_____ (Enter Name of Staffing Agency Here) hereby employs the Employee as its [position], and the Employee hereby agrees to serve in such capacity, for the period beginning [start date], 20__, and ending on the date on which the Employee's employment is terminated in accordance with paragraph 8 below (the "Employment Period").

2. Performance of Duties

The Employee agrees that during the Employment Period he shall devote his full business time to the business affairs of _____(Enter Name of Staffing Agency Here) and shall perform his duties faithfully and efficiently subject to the direction of the [President] of _____(Enter Name of Staffing Agency Here). The Employee shall not be assigned duties and responsibilities that are not generally within the scope and character associated or required of other employees of similar rank and position. The employee understands the nature of employment as specified in the job description. The employee further understands the employer is staffing agency and the employment is subject to fulfilling the employment duties as specified by the contacted client or company.

3. Compensation

(a) Subject to the following provisions of this Agreement, during the Employment Period the Employee shall be compensated for his services as follows:

(b) He shall receive an annual salary, payable in monthly or more frequent installments, in an amount which shall initially be [\$ amount] per annum, subject to such increases as may from time to time be determined by the [President] of _____(Enter Name of Staffing Agency Here).

[specify pension and other non-salary benefits.]

(c) He shall be entitled to vacations of not less than [amount] per year.

(d) He shall be entitled to such other perquisites as may be customarily granted by _____(Enter Name of Staffing Agency Here) to employees of similar rank and position.

4. Disability

Subject to the provisions of paragraph 8, if the Employee's employment is terminated during the Employment Period by reason of his Disability (as defined below), the Employee shall continue to receive an annual salary and benefits in accordance with paragraphs 3(a) and 3(b) through the end of the [number] full calendar month of such disability but not in any event beyond the end of the Employment Period. For purposes of this Agreement the term "Disability" means a physical or mental disability which renders the Employee incapable of performing his duties under this Agreement and which disability has existed for at least [number] months, as determined by an independent physician selected by _____ (Enter Name of Staffing Agency Here) and agreed to by the Employee. Any salary payments to the Employee shall be reduced by the amount of any benefits paid for the same period of time under _____ (Enter Name of Staffing Agency Here)'s disability insurance programs.

5. Competing Businesses

During the period of his employment under this Agreement, the Employee shall not be employed by or otherwise engage in or be interested in any business in competition with _____ (Enter Name of Staffing Agency Here), or with any of its subsidiaries or affiliates, except that the Employee's investment in any such business shall not be considered a violation of this paragraph if either (a) the Employee owns less than [number]% of the equity thereof, or (b) such business is not in competition with _____ (Enter Name of Staffing Agency Here).

6. Confidentiality

During and after the Employment Period, the Employee will not divulge or appropriate to his own use or to the use of others, in competition with _____ (Enter Name of Staffing Agency Here), any secret or confidential information or knowledge pertaining to the business of _____ (Enter Name of Staffing Agency Here), or of any of its subsidiaries, obtained by him in any way while he was employed by _____ (Enter Name of Staffing Agency Here) or by any of its subsidiaries.

7. Remedies

If at any time the Employee violates to a material extent any of the covenants or agreements set forth in paragraphs 5 and 6, _____ (Enter Name of Staffing Agency Here) shall have the right to terminate all of its obligations to make further payments under this Agreement. The Employee acknowledges that _____ (Enter Name of Staffing Agency Here) would be irreparably injured by a violation of paragraph 5 or 6 and agrees that _____ (Enter Name of Staffing Agency Here) shall be entitled to an injunction restraining the Employee from any actual or threatened breach of paragraph 5 or 6 or to any other appropriate equitable remedy without any bond or other security being required.

8. Amendment and Termination This Agreement may be amended or cancelled by mutual agreement of the parties without the consent of any other person and, so long as the Employee lives, no person, other than the parties hereto, shall have any rights under or interest in this Agreement or the subject matter hereof The Employment Period shall terminate as of the earliest of:

(a) [date];

(b) the last day of the month in which the date of the Employee's death occurs; or the date on which _____ (Enter Name of Staffing Agency Here) gives notice to the Employee if such termination is for Cause or Disability.

(c) For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to _____ (Enter Name of Staffing Agency Here) or willful and material breach of this Agreement.

9. 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 _____(Enter Name of Staffing Agency Here) at its principal executive offices or to the Employee at the last address filed by him in writing with _____(Enter Name of Staffing Agency Here), as the case may be.

10. Non-Assignment

The interests of the Employee under this Agreement are not subject to the claims of his creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

11. Successors

This Agreement shall be binding upon, and inure to the benefit of, _____(Enter Name of Staffing Agency Here) and its successors and assigns and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of _____(Enter Name of Staffing Agency Here)'s assets and business.

12. Applicable Law

The provisions of this Agreement shall be construed in accordance with the laws of the State of Illinois.

13. Counterparts

The Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

IN WITNESS WHEREOF, the Employee has hereunto set his hand, and _____(Enter Name of Staffing Agency Here) has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

[Employee Name]

[name of business] Inc.

By: _____
Its: Duly Authorized Representative