



PHONE (419) 302 - 3892 LOCATIONS FINDLAY • LIMA • WESTERN OHIO ADDRESS 515 SOUTH MAIN STREET FINDLAY, OHIO 45840

Employment Agreement

This AGREEMENT is made this _____ day of _____, 20 _____, between Awakening Minds, an Ohio corporation for non-profit (“the Company”), and _____ (“the Employee”).

WHEREAS, the Company provides specialized art therapy services to the clients of the Company;

WHEREAS, the Employee has knowledge and experience in providing such services;

WHEREAS, the Employee acknowledges that the Company’s client lists are proprietary and confidential;

WHEREAS, the Company desires to avail itself of the services of the Employee. Employee acknowledges that Company has a protected interest in its clients and client lists, and that Company will suffer economic loss and damages if Employee violates the terms of this Agreement by engaging in competition with the Company and/or if Employee were to use Company information, including client lists, for personal gain, economic benefit or in any manner that does not further the interests of the Company; and

WHEREAS, the Employee is willing to be employed by the Company and abide by the terms of this Agreement, which expressly prohibits Employee from entering into competition with the Company during such employment and for a period of one (1) year thereafter, if such employment with the company is terminated for any reason.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, it is agreed by the parties as follows:

1. **EMPLOYMENT.** The Company hereby employs the Employee, and the Employee hereby accepts employment upon the terms and conditions contained herein; however, there is no fixed term of employment and the employment relationship may be terminated either by the Employee or by the Company, with or without cause.
2. **DUTIES.** While employed by the Company, the Employee shall serve the Company with such duties as may be reasonably assigned to him/her from time to time by the Company. During the employment period, the Employee shall devote his/her best efforts and entire time, attention, and energy to the interests of the Company and should not engage in other business activities or commercial duties that would interfere with Company’s performance expectations, except to the extent mutually agreed upon in writing by the parties in advance of any such activity.
3. **COMPENSATION.** During the employment period, the Company shall pay to the Employee for his/her services such amount or amounts as may be mutually agreed upon by the parties.
4. **RESTRICTIONS.** The Employee recognizes that the identity of Company’s clients and the information obtained by the Company from its clients, as well as the Company’s information and its procedures and methods of doing business and providing services to its clients, are valuable assets which are proprietary to such clients and to the Company respectively (referred to herein as “Confidential Information”). Therefore, Employee shall hold such Confidential Information in trust and in confidence and shall not use nor disclose such Confidential Information

for any purpose other than in connection with the performance of his/her duties for the Company. As a former employee, Employee understands that s/he must refrain from using confidential information to which s/he had access while employed by Company.

5. **NON-COMPETITION.** During Employee's employment with the Company and for a period of one (1) year following Employee's separation from employment, Employee shall not provide similar services to any of the Company's clients and shall not engage in, directly or indirectly, any business similar to that of the Company within one hundred-twenty (120) miles radius of any of the Company's offices without the express written consent of the Company.
6. **REMEDIES.** In the event of a breach by the Employee of any of the provisions of paragraphs 4 or 5 above, the Employee agrees that the Company (in addition to all other available remedies) shall be entitled to injunctive relief without the proof of actual damage or irreparable harm and without the posting of any bond; and that the remedies therefore shall be cumulative and all costs and expenses (including reasonable attorneys' fees) incurred by the Company in the event of a breach or a threatened breach shall be reimbursed by the Employee upon written demand thereof. Employee further acknowledges that in the event of a breach of paragraphs 4 or 5 that Company shall be entitled to liquidated damages of at least five hundred dollars or such other compensatory damages as may be allowed by law.
7. **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by registered mail to the Employee at his/her residence as it appears on the Company's payroll records and to the Company at its principal office, located at:

Awakening Minds
515 S. Main St.
Findlay, OH 45840
8. **WAIVER OF BREACH.** The waiver by the Company of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Employee.
9. **BENEFIT.** The rights and obligations of the Company under this Agreement shall inure to the benefit of, and shall be binding upon, the Company and its successors and assigns. The rights of the Employee under this Agreement are personal and may not be assigned but his/her obligations hereunder are binding upon his/her successors.
10. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties and may be changed, amended, modified or revoked only by a written instrument executed by both parties. In the event that any portion of this Agreement is deemed invalid or unenforceable then all remaining terms shall remain in full force and effect.

IN WITNESS WHEREOF, the Employee has executed this Agreement and the Company has caused this Agreement to be executed as of the day and year first written above.

By EMPLOYEE

By COMPANY

Signature: _____

Signature: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____