Separation Agreement

This separation agreement is made and entered into between [Employee.Name] and [Employer.Company] as of [Agreement.CreatedDate].

Whereas the Parties have entered into a mutual agreement to sever the employment relationship as of this agreement date,

In consideration of this separation agreement the Parties agree to abide by the following terms and conditions:

# Termination Date:

The Employees’ final day of employment at [Employer.Company] shall be [Agreement.CreatedDate].

The Employer has paid all salaries owed as well as withheld all necessary payroll and tax deductions for the employment period.

Upon the completion of 2017 the Employer will mail a W2 to the Employee inclusive of any and all tax withholdings for the calendar year.

The Employer will continue to offer healthcare coverage for a period of 30 days beyond this separation agreement’s date.

# Liabilities

The Parties agree to hold the responding party as well as all partners, employees, directors, consultants, insurers harmless in the instance of any legal manners resulting from the responding party's negligence of any and all terms in this separation agreement.

The Employee states they have nor will they file a lawsuit for any of the following prior to or after this separation agreement.

All laws in regards to the discovery or claim of wrongful termination Violation of public policy

Any and all compensation claims including back wages, commission, front pay, pay increases, bonuses, disability benefits, retirement compensation, or reinstatement fees. Personal injury claims including mental, physical, emotional, humiliation, or damage to name.

All interest, attorney fees, and costs claims.

Nothing in this clause shall be construed or intended to waive or limit the Employee's rights to enforce any and all terms of this separation agreement.

Furthermore the Employer has not violated any legal obligations and has made no acceptance of such by entering into these terms.

The employee [Reinstatement.WillWillNot] be eligible for reimployement with [Employer.Company] in the future.

Any and all agreements including, but not limited to non disclosure, non compete, confidentiality and non solicitation agreements shall remain in full force.

Additionally, the Employee agrees not to release any information pertaining to the Employer or [Company.Name] that may be considered confidintial or may cause harm to the parties mentioned.

Upon the completion of the Employee's termination any and all books, paper, letters, price charts, computer data, and other materials that may contain confidential information shall be delivered to the Employer.

# Property

Upon the termination date the Employee should return the following property to the Employee in will kept conditions. The Employee shall retain no rights to these products and all personal information will be wiped from the items upon delivery to the Employer.

Laptop Iphone Credit Card Ipad

The Parties agree to abide by and maintain confidence as well as nondisclosure agreements set forth prior to the termination of employment. This should include the disclosure of any information in regards to the separation of the employment.

Exceptions to these conditions will be the following individuals however they are hereby bound by the same conditions.

1. Immediate family members of the Employee
2. Legal entities including tax offices and employment agencies

In the instance the Employee should receive court orders to disclose said information he shall provide written notice to the Employer prior to any disclosure.

# Relief

Any breach by either Party of any terms included in this separation agreement shall be considered a material breach and will be subject to any relief deemed necessary by the responding party.

# Disclosure

Any information requested about any terms of this seperation agreement as well as any employment questions should be directed to [Employer.Name].

# Understanding

The Employee acknowledges and understands that they have received no other promises, threats, inducements or agreements that have caused him to enter into this agreement.

Furthermore the Employee is in complete agreement and understanding all sums received by the Employer are fair and just.

# Agreement

The Employee will be given a period of 5 days upon receipt of this separation agreement to review and consider this agreement.

This period of time can be used as the Employee sees fit including legal consultations.

The Employee will be allowed to revoke his signature for a period of 7 days with written notice to the Employer.

# Severability

Any and all provisions of this agreement that are declared or determined to be illegal, unenforceable, or invalid by the court of law shall be excluded from this separation agreement.

The separation of such term shall in no way affect the remaining provision and all remaining provisions shall remain in full effect.

# Jurisdiction

This separation agreement shall be governed by [Company.State] therefore any and all legal proceedings pertaining to this agreement shall be conducted within the laws of that state.

# Entirety

This separation agreement as well as any agreements contained within this agreement set forth the entire agreement and understanding between the Parties.

This agreement shall supercede any and all verbal or written agreements previously entered into between the parties unless specifically mentioned otherwise.

# Agreement

By attaching signatures below the Parties acknowledge they have had ample opportunity to review this separation agreement with an attorney.

The Parties hereby understand and agree with all provisions of this agreements.

The Employee acknowledges that they are entering into this agreement of their own free will and without duress or coercion.

Company Representative Date

Employee Date