

**PrintOwners: Please consult your attorney before using this document. Laws vary from State to State — don't get burned for thousands of \$\$\$ to save a few \$ on legal advice.**

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## **RELEASE AND SEVERANCE AGREEMENT**

THIS RELEASE AND SEVERANCE AGREEMENT ("Agreement") is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between \_\_\_\_\_ Printing, Inc. ("Company") and \_\_\_\_\_ ("Employee").

### **BACKGROUND**

**A.** The Employee has been working for the Company since \_\_\_\_\_ and most recently has served as \_\_\_\_\_. As part of her duties as \_\_\_\_\_, the Employee \_\_\_\_\_.

**B.** Due to \_\_\_\_\_ by Employee in \_\_\_\_\_, which would justify termination, the Employee has decided to resign from her position of employment with the Company rather than face termination.

**C.** As a result, the parties hereto have deemed it necessary to prepare this Agreement to resolve any matters of dispute between the parties arising out of the employment relationship.

### **STATEMENT OF AGREEMENT**

For and in consideration of the mutual promises recited herein, and intending to be legally bound hereby, the parties covenant and agree as follows:

**1. Resignation.** The Employee will voluntarily resign her position with the Company as of the effective date of this Agreement.

**2. Release to the Company.** The Employee, for herself and her heirs, executors, successors and assigns, forever discharges and releases the Company, its officers, directors, employees, agents, successors and assigns ("Releasees"), of and from any and all claims, demands, actions or causes of action, liability, damages or suits at law or equity, of whatsoever kind, nature or description, from the beginning of time to the execution of this Agreement, including, but not limited to, all claims and/or demands for back pay, overtime, reinstatement, hire or rehire, front pay, group or individual insurance or employee benefits of whatsoever kind (except as expressly provided for herein), claims for monies and/or expenses, any claims arising out of or relating to the cessation of the Employee's employment with the Company, any claims for failing to obtain employment at any other company or with any other person or entity, claims of discrimination on any basis or retaliation related to such claims, including actions under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Americans with Disabilities Act, or any other

State, Federal, or Local law concerning age, race, religion, national origin, handicap, or any other form of discrimination, or any other law or regulation, claims of violation of ERISA, claims of intentional and/or negligent infliction of emotional distress, and any other claims relating to any matter or thing arising out of, or in any way connected with, directly or indirectly, any acts and/or omissions that have occurred prior to and including the effective date of this Agreement.

**3. Payments to Employee.** In exchange for the release provided in Section 2 of this Agreement and acceptance of this Agreement by the Employee, the Company shall make the payments described below to the Employee:

(a) **Payment of Wages.** The Employee shall be paid wages, subject to all applicable deductions, at her normal rate of pay through \_\_\_\_\_.

(b) **Severance to Employee.** The Company shall pay to the Employee, as additional severance, the full amount of vacation time that the employee has accrued but not used up to the date of this Agreement. Such payment shall be based upon the Employee's normal rate of pay.

**4. Covenants of Employee.**

(a) **Confidential Information.** The Employee acknowledges that, during her employment, she had access to the Company's confidential, proprietary information, and agrees that she will keep it in strict confidence and will not, directly or indirectly, make known, reveal, or otherwise disseminate such information gained by her during her association with the Company. Such information is recognized by the Employee to include, but is not limited to, the following:

Member or prospective customer lists, business contacts/relationships, supplier/vendor lists or reference information, manufacturing processes, sources of materials, all personnel information, information concerning medical or other employee benefits, all information concerning legal matters (including, but not limited to, contracts, legislation, administrative agency proceedings, lawsuits, and advice of counsel to the Company or its members, etc.), employee lists, financial information of any kind, and strategic planning information.

(b) **Non-Solicitation of Company Clients.** For a period of two (2) years from the date of this Agreement, the Employee agrees that she shall not contact, accept or solicit, or assist any other person or entity in contacting, accepting or soliciting, in competition with the Company, the business of any person or entity which received any type of service from the Company during the term of the Employee's employment with

the Company, or any person or an entity of company whose business the Company solicited during the term of the Employee's employment.

**5. Non-Disparagement; Notice to Customers.** Both parties shall use their best efforts to communicate concerning one another in a respectful, professional and truthful manner. In addition, the Employee agrees that the Company may notify all customers, clients, vendors, or other business contacts of the Company that the Employee will no longer be associated with the Company and will no longer have the authority to contractually bind the Company. Upon request by the Employee or a prospective employer of the Employee, the Company shall provide a neutral letter of reference for the Employee.

**6. Duration of offer; legal counsel; revocation of acceptance and payments to Employee.** As of the date of this Agreement, any and all rights of the Employee to employment by the Company are terminated. The Company advises the Employee to consult legal counsel regarding the rights she is waiving before she executes this Agreement. The Employee may revoke her acceptance of this Agreement at any time within seven (7) calendar days following her execution of this Agreement. The Agreement is not effective or enforceable until the revocation period has expired. If the Employee has not revoked her acceptance of this Agreement within the revocation period, the Company shall submit a check to the Employee for the amounts described in Section 3 of this Agreement.

**7. Waiver; Remedies Cumulative.** No waiver of any right or option hereunder by any party shall operate as a waiver of any other right or option, or the same right or option as respects any subsequent occasion for its exercise, or of any legal remedy. No waiver by any party of any breach of this Agreement or of any agreement or covenant contained herein shall be held to constitute a waiver of any other breach or a continuation of the same breach. All remedies provided by this Agreement are in addition to all other remedies provided by law or equity.

**8. Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Neither this Agreement nor any rights hereunder shall be assignable by the Employee, and any such purported assignment by her shall be void and of no force or effect.

**9. Headings.** The headings of the various sections of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of the sections of this Agreement.

**10. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be declared invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

12. **Jurisdiction/Venue.** The parties expressly agree that the Common Pleas Court for \_\_\_\_\_ County, \_\_\_\_\_ shall have jurisdiction over all matters relating to this Agreement and that any action to interpret or enforce any provision of this Agreement shall be brought and maintained in that Court.

13. **Entire Agreement; Amendment.** The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms, and the person signing on behalf of each has been authorized to do so. The parties further agree that this Agreement is the complete and exclusive statement of the agreement between the parties. This Agreement may not be amended or modified except by a writing, executed by each of the parties hereto. Any and all agreements, contracts, or understandings, whether prior or contemporaneous, written or oral, are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed multiple counterparts of this Agreement, each of which is deemed to be an original, consisting of four (4) pages total, as of the date first set forth above.

\_\_\_\_\_ **PRINTING, INC.**

BY: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Employee

\_\_\_\_\_  
Witness