

Employee Retention Agreement

This **Employee Retention Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Company

Employee

1. Purpose

Company wishes to encourage Employee's continued employment through the Retention Date. In exchange for Employee's agreement to remain employed and perform the duties of Employee's position in accordance with this Agreement, Company will provide the retention compensation described below.

2. Employment Status

Employee will continue to serve as _____ and report to _____. Except as expressly stated in this Agreement, Employee's employment status, duties, compensation, benefits, and all Company policies remain unchanged.

If Employee is employed on an at-will basis, this Agreement does not alter that relationship. Either Company or Employee may end employment at any time, with or without cause or notice, subject to applicable law.

3. Retention Period

Employee agrees to remain actively employed by Company from the Effective Date through _____ ("**Retention Period**").

During the Retention Period, Employee will perform assigned duties in good faith, comply with Company policies, protect Company confidential information, and meet the standards reasonably expected for Employee's role.

4. Retention Bonus

Subject to the terms of this Agreement, Company will pay Employee a retention bonus of _____ (***“Retention Bonus”***) within _____ days after the Retention Date.

The Retention Bonus is subject to all required tax withholdings and lawful deductions. It does not increase Employee’s base pay and will not be included when calculating overtime, benefits, severance, retirement contributions, or other compensation unless required by applicable law or a written Company plan.

5. Eligibility for Payment

Employee must be actively employed by Company on the Retention Date to receive the Retention Bonus.

Employee will not be eligible for the Retention Bonus if, before the Retention Date, Employee:

- voluntarily resigns or retires;
- is terminated for cause;
- materially breaches this Agreement, a confidentiality obligation, or a Company policy; or
- refuses to perform the essential duties of Employee’s position without a lawful reason.

If Company terminates Employee’s employment without cause before the Retention Date, Company will pay Employee a prorated Retention Bonus based on the portion of the Retention Period completed, unless otherwise required by applicable law.

6. Repayment of Retention Bonus

If Employee receives the Retention Bonus and voluntarily resigns from employment, or is terminated for cause, within _____ months after the Retention Date, Employee agrees to repay Company the Retention Bonus on a prorated basis for the uncompleted portion of that period.

Any repayment obligation will be limited to the extent permitted by applicable law. Company may seek repayment through lawful means but will not make deductions from Employee’s wages unless Employee has provided any required written authorization and the deduction is permitted by law.

7. Confidentiality and Company Property

Employee's existing obligations concerning confidential information, intellectual property, and Company property remain in effect. Employee will promptly return all Company property upon the end of employment, including documents, equipment, records, access credentials, and electronically stored information, subject to any lawful rights Employee may have.

8. No Guarantee of Future Employment

This Agreement does not guarantee employment for any specific period after the Retention Date. It does not create a promise of promotion, continued compensation, continued benefits, or future incentive payments.

9. Entire Agreement

This Agreement contains the complete understanding between Company and Employee regarding the Retention Bonus and replaces prior discussions or agreements about that bonus. Any other employment-related agreement between the parties remains effective unless this Agreement expressly states otherwise.

10. Amendment and Waiver

Any amendment to this Agreement must be in writing and signed by both Company and Employee. A waiver of any provision will be effective only if made in writing by the party granting the waiver. A waiver on one occasion does not waive the same or any other provision on another occasion.

11. Governing Law

This Agreement will be governed by the laws of the State of _____, without regard to rules that would apply another jurisdiction's laws.

12. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law.

13. Electronic Signatures

The parties agree that electronic signatures and electronic records may be used to execute and maintain this Agreement. Each electronic signature will have the same effect as an original signature to the extent permitted by applicable law.

14. Acknowledgment

Employee acknowledges that Employee has read and understands this Agreement, has had an opportunity to ask questions or seek independent advice, and voluntarily agrees to its terms.

Signatures

Company

Name

Date

Signature

Employee

Name

Date

Signature



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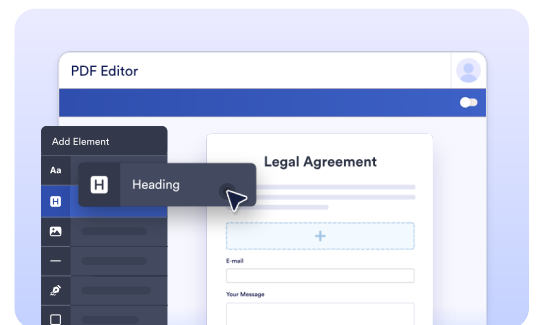
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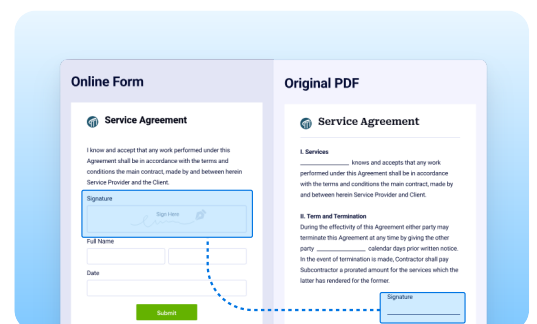
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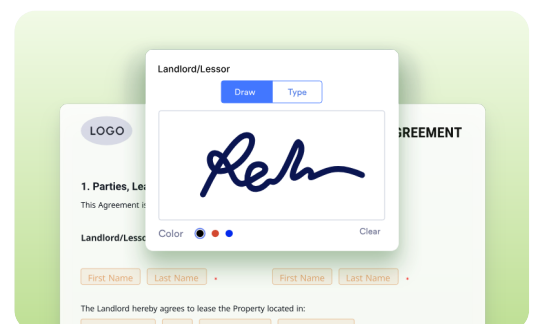
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