Non Compete Agreement Florida

This **Non-Compete Agreement** ("***Agreement***") is entered into as of _____ ("***Effective Date***") by and between the parties below:

Company

Restricted Party

The Company and the Restricted Party may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

WHEREAS, the Company has developed valuable confidential information, customer relationships, goodwill, and business opportunities that provide a competitive advantage;

WHEREAS, the Restricted Party will have access to or has had access to such confidential information and business relationships through the performance of services for the Company;

WHEREAS, the Parties desire to establish reasonable restrictions designed to protect the Company's legitimate business interests while allowing the Restricted Party to pursue lawful employment or business activities consistent with applicable law;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to protect the Company's legitimate business interests by restricting certain competitive activities of the Restricted Party following the end of the business relationship, to the extent permitted by applicable Florida law.

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2. Relationship Between the Parties

The Restricted Party is engaged by the Company as _____ beginning on _____.

This Agreement supplements any employment agreement, independent contractor agreement, confidentiality agreement, or similar arrangement between the Parties. If another agreement provides greater protection for the Company's confidential information, trade secrets, or intellectual property, that agreement shall continue to apply to the extent permitted by law.

3. Legitimate Business Interests

The Parties acknowledge that the Company has legitimate business interests that may include, as applicable:

- Trade secrets.
- Confidential and proprietary business information.
- Valuable customer, client, vendor, and referral relationships.
- Customer goodwill associated with the Company's business.
- Specialized training provided by the Company.
- Other legally recognized business interests entitled to protection under applicable Florida law.

The restrictions contained in this Agreement are intended solely to protect these legitimate business interests.

4. Non-Competition Covenant

During the Restricted Period, the Restricted Party shall not, without the Company's prior written consent, directly or indirectly:

- Own, manage, operate, or control a competing business;
- Be employed by or provide services to a competing business in a role that is substantially similar to the services performed for the Company and that would involve the use of the
- Company's protected business information or relationships;
- Participate in activities that would materially compete with the Company's business within the Restricted Territory.
- Nothing in this Agreement prohibits the Restricted Party from owning a passive investment of less than _____% of the outstanding securities of a publicly traded company, provided the Restricted Party does not participate in the management or operation of that company.

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The restrictions contained in this Agreement are intended solely to protect these legitimate business interests.

5. Restricted Territory

The restrictions in this Agreement apply within the following geographic area:

The Parties acknowledge that the Restricted Territory is reasonably related to the Company's business operations and legitimate business interests.

6. Restricted Period

The restrictions contained in this Agreement shall begin on the date the Restricted Party's employment or business relationship with the Company ends and shall continue for months.

The Parties acknowledge that the duration selected is intended to be reasonable and no greater than necessary to protect the Company's legitimate business interests under applicable Florida law.

7. Non-Solicitation of Customers

During the Restricted Period, the Restricted Party shall not directly or indirectly solicit, divert, or attempt to divert any customer or prospective customer with whom the Restricted Party had material business contact during the final months of the relationship for the purpose of providing products or services that compete with those offered by the Company.

Nothing in this clause prohibits general advertising or marketing that is not specifically directed toward the Company's customers.

8. Non-Solicitation of Employees

During the Restricted Period, the Restricted Party shall not knowingly recruit, hire, encourage, or induce any employee or independent contractor of the Company to terminate or reduce their relationship with the Company for the benefit of a competing business.

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9. Confidential Information

The Restricted Party shall not use or disclose the Company's confidential or proprietary information except as required in the ordinary course of performing authorized duties or as otherwise authorized in writing by the Company.

Confidential information includes non-public business information, customer information, pricing, marketing strategies, financial information, technical information, product development information, business plans, and other proprietary information that derives value from not being generally known.

Nothing in this Agreement prohibits disclosures that are protected or required by applicable law.

10. Return of Company Property

Upon termination of the relationship, or earlier upon request, the Restricted Party shall promptly return all Company property, including documents, electronic records, devices, access credentials, storage media, identification materials, and all copies containing confidential information.

If requested by the Company, the Restricted Party shall certify in writing that Company property has been returned or permanently deleted where appropriate.

11. Remedies

The Parties acknowledge that a violation of this Agreement may cause harm that may not be adequately remedied through monetary damages alone.

If a breach or threatened breach occurs, the Company may seek injunctive relief, equitable relief, damages, or any other remedy available under applicable law.

The availability of one remedy shall not prevent the Company from pursuing any other lawful remedy.

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12. Reasonableness of Restrictions

The Parties acknowledge that the restrictions contained in this Agreement are intended to be reasonable in duration, geographic scope, and business activities, and are designed solely to protect the Company's legitimate business interests.

If any provision is determined to be unenforceable, invalid, or broader than permitted under applicable law, a court may modify or enforce that provision only to the extent permitted by law so that the Agreement remains enforceable.

13. No Waiver

A failure or delay by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other rights under this Agreement.

14. Assignment

The Company may assign this Agreement to a successor, purchaser, affiliate, or other entity that succeeds to the Company's business or substantially all of its assets.

The Restricted Party may not assign this Agreement without the Company's prior written consent.

15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter addressed herein and supersedes all prior oral or written discussions concerning the same subject, except where another written agreement expressly provides additional protections that are consistent with this Agreement.

16. Amendment

This Agreement may be amended only through a written document signed by both Parties.

17. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

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18. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

The Parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation before commencing legal proceedings. If a dispute cannot be resolved through negotiation, either Party may pursue any remedy available in a court of competent jurisdiction located in Florida.

19. Acknowledgment

The Restricted Party acknowledges that:

- They have had an opportunity to review this Agreement carefully.
- They understand the restrictions and obligations contained in this Agreement.
- They have had the opportunity to seek independent legal advice before signing.
- They enter into this Agreement voluntarily.
- They believe the restrictions are reasonable in light of the Company's legitimate business interests.

20. Signatures

By signing below, the Parties agree to be bound by the terms of this Agreement.

Company

Name

Date

Signature

Restricted Party

Name

Date

Signature

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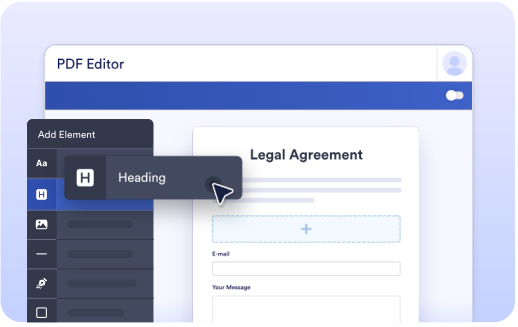
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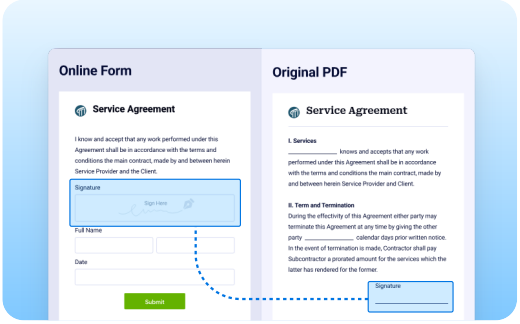
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