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*Helping Seniors Live At Home*

## EMPLOYEE AGREEMENT

This agreement is between \_\_\_\_\_  
(hereafter called "employee")

of (Address) \_\_\_\_\_

and SAFE HARBOR Eldercare (hereafter called SAFE HARBOR).

**Whereas** SAFE HARBOR is a limited liability company and is engaged in the business of providing homemaker and personal care homemaker services to individuals in their own homes.

**And** whereas SAFE HARBOR intends to hire the above employee to perform these services

**And** whereas the above employee agrees to perform these services with due diligence and to the best of his/her ability.

**It is, therefore, hereby agreed** that the employee shall not directly or indirectly compete with the business of SAFE HARBOR and its successors and assignees for the duration of his/her employment with SAFE HARBOR and for a period of **Nine Months** following termination of employment and notwithstanding the cause or reason for termination without express written permission from SAFE HARBOR.

The term "not compete" as used herein shall mean that the employee shall not own, manage, operate, consult or be employed in a business substantially similar to or competitive with, the present business of SAFE HARBOR or such other business activity in which SAFE HARBOR may substantially engage during the term of his/her employment without express written permission from SAFE HARBOR.

The employee acknowledges that SAFE HARBOR shall or may in reliance of this agreement provide the employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. The employee further acknowledges that he/she has been provided sufficient time to review this agreement and has signed this agreement with free will and full understanding of the contents of this agreement.

This non-compete agreement shall extend only to Barnstable County and shall be in full force and effect for **Nine Months**, commencing with the date of termination of this agreement.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signed \_\_\_\_\_  
**Employee**

At Barnstable County, State of Massachusetts

Dated: \_\_\_\_\_

Signed \_\_\_\_\_  
**SAFE HARBOR Eldercare**

At Barnstable County, State of Massachusetts

Dated: \_\_\_\_\_