

**EMPLOYMENT TERMINATION AGREEMENT**

This Employment Termination Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (the "Employer") and \_\_\_\_\_ (the "Employee").

WHEREAS, the Employer and Employee desire to end their employment relationship,

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the parties hereby agree as follows:

1. **Employment Termination:** The Employer and Employee do hereby agree that the employment of Employee shall cease as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as a mutual termination date.

2. **Consideration:** In consideration for the termination, the Employee shall receive the following:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_

3. **Release of Claims:** In consideration to Employer, the employee does hereby release Employer and Employer's officers, agents and directors from the following.

- (a) All payment of wages, all earned wages having been paid.
- (b) Any and all claims of Employee under any oral or written contract of employment, including claims for wages, commissions, bonuses, vacation and the like.
- (c) Any and all claims under State, Federal or Municipal laws or regulations to the extent permitted, including but not limited to notice of termination, hearing, unemployment compensation, worker's compensation, vacation, sick pay, retirement and other claims under any State, Federal or Municipal law, Ordinance, Regulation or act.
- (d) Any and all claims under State or Federal law for wrongful termination.

4. **Binding Effect:** This Agreement shall be binding upon or inure to the benefit of the successors and assigns of the Employer and the personal representative of the Employee.

5. **Governing Law:** This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

6. **Severability of Provisions:** If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions thereof and any application thereof shall in no way be affected or impaired.

7. **Entire Agreement:** The foregoing contains the entire agreement of the parties and may not be altered, amended, or terminated except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Employer: \_\_\_\_\_

Employee: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness:

Witness: \_\_\_\_\_

Witness:

SAMPLE