

Employment Agreement

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____ of 20____, by and between (your company name here)., an (your state) corporation (the "COMPANY"), and _____ ("EMPLOYEE").

1. Employment. The COMPANY hereby employs EMPLOYEE to provide automotive and truck repair services (parts and labor), either directly or in a supporting capacity, and such other duties as the Company may assign to EMPLOYEE from time to time in its sole discretion. EMPLOYEE will perform all assigned duties at such times and places and in such manner as the COMPANY may from time to time direct.

2. Duties and Responsibilities. EMPLOYEE will faithfully perform the duties assigned to the best of his/her ability, to devote his/her full time and attention during established business hours to the performance of such duties, to promptly provide accurate information upon request by the COMPANY, and to promptly remit to the COMPANY any monies of collected by EMPLOYEE or coming into EMPLOYEE's possession in respect of products or services provided to the COMPANY's customers.

3. Compensation.

a. Base Rate. EMPLOYEE will be paid for his services at a rate of \$_____ per hour ("Base Rate").

b. Overtime Pay. EMPLOYEE will be paid overtime pay at a rate of the greater of:

i. Time and one-half the Base Rate for all hours worked in excess of 40 in a work week, or

ii. Fifty-cents (\$0.50) per billed labor hour for each increment of five (5) billed labor hours in excess of thirty (30) in a pay period, up to a maximum of \$3.00 per billed labor hour. For clarification and by way of example, pursuant to this Section 3(b)(ii):

(A) For 0-30 billed labor hours, overtime pay will be zero;

(B) For 35 billed labor hours, overtime pay will be equal to \$_____ per billed labor hour (Base Rate plus \$.50 per billed labor hour);

(C) For 40 billed labor hours, overtime pay will be equal to \$_____ (Base Rate plus \$1.00 per billed labor hour);

(D) For 45 billed labor hours, overtime pay will be equal to \$_____ (Base Rate plus \$1.50 per billed labor hour).

For purposes of calculating overtime pay, the COMPANY's work week is a 7-day period beginning on _____ at _____ a.m. and ending on _____ at _____ p.m.

c. Benefits. The COMPANY will offer for EMPLOYEE's participation such benefit plans and programs as are generally provided or offered by the COMPANY to its other employees, if and to the extent that EMPLOYEE is eligible to participate in accordance with the terms of the applicable benefit plan or program. EMPLOYEE will be entitled to paid vacation time in accordance with COMPANY policy and subject to eligibility requirements.

d. Withholding. All compensation described in this Agreement shall be subject to withholding for federal, state or local taxes, amounts withheld under applicable benefit policies or programs, and any other amounts that may be required to be withheld by law, judicial order or otherwise.

4. At-Will Employment. EMPLOYEE acknowledges and understands that his/her employment with the COMPANY is at-will and, as such, may be terminated (by EMPLOYEE or by the COMPANY) at any time, for any reason, with or without advance notice, with or without cause.

5. Confidential Information. EMPLOYEE acknowledges, understands, and agrees:

a. EMPLOYEE has been and/or will be exposed to certain Confidential Information (as defined in Section 7) during the course of his/her employment with the COMPANY. Such Confidential Information is not generally available to the public, is the product of a substantial investment of the COMPANY's time, energy, and resources, and is difficult to replicate. EMPLOYEE's misappropriation or unauthorized use of Confidential Information would have a material adverse impact on the COMPANY and its business operations;

b. Confidential Information is the property of the COMPANY;

c. Except with the written consent of the COMPANY's President, EMPLOYEE will not directly or indirectly disclose to anyone outside the COMPANY, or use or otherwise exploit for EMPLOYEE's own benefit or for the benefit of anyone other than the COMPANY, any Confidential Information;

d. EMPLOYEE will use any passwords and access codes provided by the COMPANY solely to perform his/her job responsibilities for the COMPANY and to promote the COMPANY's business and will not disclose any such passwords or access codes to anyone, including, but not limited to, other persons employed or engaged by the COMPANY; and

e. Upon the earlier of (A) termination of EMPLOYEE's employment for any reason (whether such termination is initiated by EMPLOYEE or by the COMPANY), or (B) demand by the COMPANY, EMPLOYEE will promptly return to the COMPANY all originals and copies (including electronic copies) of all Confidential Information;

f. EMPLOYEE will not be in violation of this Paragraph 3 in the event that EMPLOYEE is legally compelled to disclose Confidential Information, provided that in any such event, EMPLOYEE will provide the COMPANY with reasonably prompt written notice prior to any such disclosure so that the COMPANY may obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the COMPANY, EMPLOYEE will furnish only that portion of Confidential Information which he/she is advised by legal counsel is legally required to be furnished.

6. Non-Interference with Business Relationships. During EMPLOYEE's employment with the Company and for a period of two (2) years following termination of such employment for any reason (whether such termination is initiated by the COMPANY or by EMPLOYEE), EMPLOYEE will not directly or indirectly:

a. Solicit, induce, or influence any Customer (as defined herein), employee, vendor or any other person or entity that has a business relationship with the Company to discontinue, reduce the extent of, discourage the development of, or otherwise adversely affect such relationship;

b. Canvass, solicit, promote, or sell to any Customer any products or services which compete with the products or services of the Company;

c. Retain, engage, employ, seek to retain, engage, or employ, or cause any Competitive

Business (as defined in Section 7) to engage in any such activities with respect to any person who is at such time (or was at any time within the 12-month period prior to such time) an employee of the COMPANY; or

d. Engage in, assist, or have any active interest in a Competitive Business located within 25 miles of any of the COMPANY's facilities, except for passive ownership of less than 5% of the outstanding securities of a publicly traded company.

7. Certain Definitions. As used in this Agreement:

a. "Confidential Information" means any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the present or future business of the COMPANY, (ii) the research and development or efforts of the COMPANY, (iii) the registration of patents, trademarks, or inventions of the COMPANY, (iv) the business of any customer of the COMPANY, or (v) the skills and compensation of any employees of the COMPANY, other than EMPLOYEE. Confidential Information includes, for example and without limitation, processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and confidential information concerning employees, customers, and vendors; provided, however, that "Confidential Information" does not include information which (i) is or becomes generally available to the public (other than as a result of EMPLOYEE's disclosure) on a non-confidential basis, including from a third party, provided that such third party is not in breach of an obligation of confidentiality with respect to such information, or (ii) is obtained by the receiving party from a third party, provided that such third party is not in breach of an obligation of confidentiality with respect to such information.

b. "Customer" means any person or entity (i) who/that is or was a customer of the COMPANY during the 12-month period immediately preceding EMPLOYEE's separation from employment with the COMPANY, with whom/which EMPLOYEE had contact on behalf of the COMPANY, including individuals and fleet accounts, or (ii) who/that was identified by the COMPANY as a potential customer during the 12-month period immediately preceding EMPLOYEE's separation from employment with the COMPANY, with whom EMPLOYEE had contact undertaken in an attempt to further a business relationship with the COMPANY.

c. "Competitive Business" means any person or entity engaged in any business or enterprise conducted by the COMPANY at any time during EMPLOYEE's employment with the COMPANY.

8. No Conflicting Obligations or Use. EMPLOYEE represents and warrants that his/her execution of this Agreement and the performance of his duties and responsibilities to the COMPANY do not constitute a breach of any agreement to which EMPLOYEE is a party. In addition, EMPLOYEE will not use in connection with his/her employment with the COMPANY, or disclose to the COMPANY, or induce the COMPANY to use, any confidential or proprietary information belonging to any previous employer or other person or entity.

9. Remedies. EMPLOYEE understands and acknowledges that the COMPANY will not have an adequate remedy at law for the material breach or threatened breach by EMPLOYEE of any of the covenants set forth in Sections 5, 6, or 7 of this Agreement and agrees that in the event of any such material breach or threatened breach, the COMPANY will be entitled, in addition to any other remedies which may be available to it, to injunctive relief (without bond) to enjoin EMPLOYEE from the breach or threatened breach of such covenants. Further, the Restricted Period shall be extended by any amount of time that EMPLOYEE fails to comply with any of the covenants set forth in such sections.

10. Severability/Blue Pencil. If any provision or part of a provision contained in this Agreement is, for any reason, be found to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect (a) any other provision or part of a provision of

this Agreement (unless the invalid provision is a material provision of this Agreement) nor (b) this Agreement's validity, legality and enforceability in any other jurisdiction. If, in any judicial proceeding, a court of competent jurisdiction refuses to enforce any of the provisions herein or finds that the term or scope of one or more of the provisions is unreasonably broad, then in that event the invalid or unreasonably broad provision shall be deleted or modified by said court to the minimum extent necessary to permit enforcement thereof, and the substitute provision shall be incorporated herein.

11. Governing Law/Venue. This Agreement must be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of law provisions. Any action or proceeding to enforce or arising out of this Agreement must be commenced in the state courts, or in the United States District Court, in Chicago, Illinois. The parties consent to such jurisdiction, agree that venue will be proper in such courts and waive any objections based upon Forum Non Conveniens.

12. Attorneys' Fees. In the event that EMPLOYEE breaches any provision of this Agreement, EMPLOYEE shall pay to the COMPANY all costs and expenses the COMPANY incurs, including reasonable attorneys' fees and experts' fees, in enforcing its terms.

13. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This agreement supersedes all prior agreements and understandings (whether oral or written) between the parties (or between the Company and Employee) with respect to such subject matter. This Agreement can be amended or altered only by an instrument in writing signed by both of the parties hereto.

(Your company name here)

EMPLOYEE

BY: _____

Signature

ITS: _____

Printed Name

Address

City, State, Zip