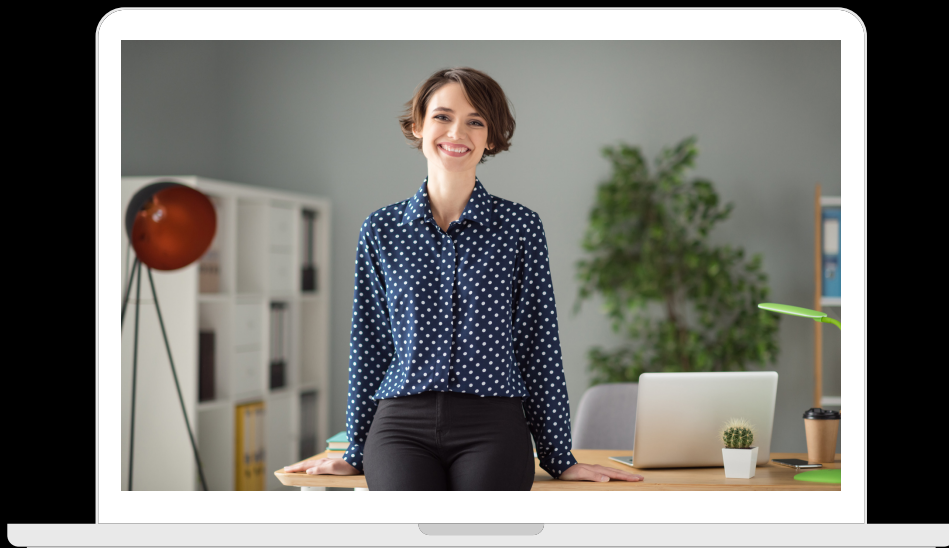


goHeather.io



# Sample Employment Contract



## WHAT'S THE PROCESS?

1. Answer a few questions about your business and the employee
2. We instantly generate your employment contract from our lawyer-made, local templates
3. Review, pay for and download your employment contract



# 1 Lawyer-Made, Modern Clauses

## EMPLOYMENT CONTRACT

THIS AGREEMENT, between Widgets Inc. (the "Employer") and John Smith (the "Employee"), is effective as of December 31, 2023 (the "Effective Date");

WHEREAS the Employee wants to be employed by the Employer and the parties have agreed to enter into this Employment Contract ("Agreement").

### POSITION, TERM AND DUTIES

1. The Employer agrees to employ the Employee and the Employee accepts employment with the Employer under the terms and conditions outlined in this Agreement. The Employee's position shall be Analyst.
2. The Employee shall work two days per week remotely, with the balance of the workweek at the Employer's location.
3. The Employer may require the Employee to work at the Employer's location or remotely, within reason and with notice, indefinitely, without breaching this Agreement.
4. The Employee's first three months are probationary. During this probationary period, the Employee's employment may be terminated without notice.

goHeather includes as an option every clause a reasonable employer should include in their employment contracts

8. The Employee agrees their regular hours of work shall be Monday to Friday, 9-5pm. The Employee further agrees that the Employer may require the Employee to work outside of their regular hours of work on occasion.
9. The Employer may place the Employee on a temporary layoff in accordance with the Employment Standards Act, as amended from time to time, without it being a constructive dismissal or a breach of this Agreement.
10. The Employee agrees that their employment is on an exclusive basis. Notwithstanding the preceding, nothing in this Agreement shall preclude the Employee from public service endeavours or managing their investments outside standard work time. Moreover, the Employee shall be permitted to engage in other activities on behalf of another organization on an infrequent basis only, provided such activities are disclosed to the Employer, and the Employer agrees.

### REMUNERATION

11. The Employer shall pay the Employee a salary of \$70,000 per year, less applicable statutory withholdings and deductions.
12. The Employee's salary shall be paid on 1st and the 15th of the month via direct deposit.

## 2

# Localized Key Clauses

What is legal in one jurisdiction may be illegal in another. That is why all of goHeather's employment contracts are custom made by lawyers to match the law in each jurisdiction we sell contracts in.

### RESIGNATION

18. The Employee may resign at any time by providing the Employer four week(s) notice of their resignation.

### TERMINATION

19. The Employer may terminate this Agreement at any time and will follow the Employment Standards Act, as amended from time to time, by providing the Employee only with minimum notice of termination or termination

Many of our key clauses are adjustable. Don't need a termination clause? Don't use one! Is your employee a senior sales person or an entry level intern? Our contracts can be customized for any job.

2

21. The Employee agrees that they shall not, both during and following the termination of their employment, make or publish or post written or oral statements on any medium which are damaging to the reputation of the Employer or any of its employees, customers, contractors, or affiliates.

### CONFIDENTIAL INFORMATION

22. The Employee acknowledges that the Employee will or may obtain or develop Confidential Information of the Employer, as defined in this section and that Confidential Information is the exclusive property of the Employer.

23. "Confidential Information" includes: All information relating to the management of the Employer, including but not limited to trade secrets, accounting records, work product, software, business operations plans, marketing, development, customer information, information that has been disclosed by a third party to the Employer that is protected by a non-disclosure or confidentiality agreement, and any other information reasonably held out or ought to be known as confidential.

24. The Employee will not disclose Confidential Information to any other person, otherwise than in the performance of their employment, unless compelled by law. The Employee agrees that if there is any question as to such disclosure, or if the Employee is compelled by law to disclose such Confidential Information, then the Employee will seek out senior management of the Employer before making any disclosure of the Employer's Confidential Information. The Employee agrees that, upon request of the Employer or upon the termination of this Agreement, the Employee will return to the Employer all Confidential Information in their possession or control.

### INTELLECTUAL PROPERTY

25. All inventions, designs, ideas, works, creations, developments, programs, codes, drawings, sketches, compilations of information, analysis, experiments, data, formulas, methods, processes, techniques, prototypes, products, samples, equipment, tools and any modifications or improvements thereto (collectively, the "Intellectual Property") created by the Employee during the course of their employment with the Employer, whether at the Employer's place of business or otherwise, shall be, and remain, the exclusive property of the Employer and the Employee irrevocably and unconditionally acknowledges and agrees that they have no right, title or interest therein.

26. The Employee hereby assigns to the Employer any right, title, and interest to the Intellectual Property that they may have by having created, made, conceived, or contributed to any such Intellectual Property, either solely or with others, in whole or in part, in the course of their employment with the Employer.

# 3

# Easy HR Awesomeness

Fill in your answers in the goHeather employment contract builder as we guide you through the steps to complete your employment contract. Watch as the PDF on the right side of the screen instantly creates your text.

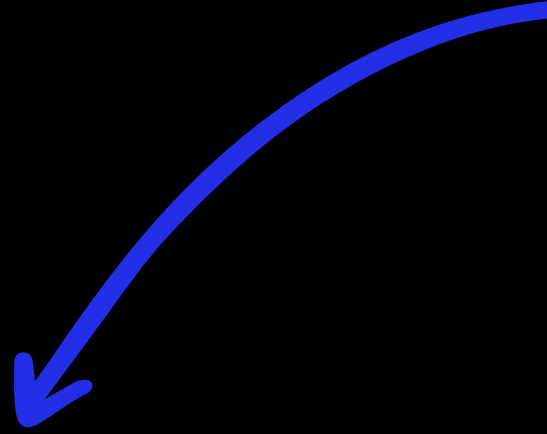
The screenshot shows a web-based form for creating an employment contract. At the top, a progress bar indicates the current step is 'Pay and Benefits', with previous steps 'Province', 'Employer', 'Employee', and 'Duration' completed. The 'Pay and Benefits' section includes the following fields and options:

- Salary**
  - Annual Salary or Hourly Salary?
    - Annual  Hourly
  - Annual Salary:  /year
  - How often will the employee be paid?
    -
  - How will the employee be paid?
    - Direct Deposit  Check
  - Would you like the job offer to ask for the employee's direct deposit information? ⓘ
    - Yes  No
- Bonus**
  - Is the employee eligible for a bonus?
    - Yes  No
- Pay and Benefits**
  - Will the employee be entitled to standard group benefits? ⓘ
    - Yes  No
  - Any other benefits the employee shall be entitled to? ⓘ
    - Add a field +
- Custom Text**
  - Do you want to add a custom paragraph to this section (**Remuneration**) of the employment contract?
    - Yes  No



## GENERAL

15. This Agreement shall be governed in accordance with the laws of the Province of **Ontario**. The Employee consents to the jurisdiction of **Ontario** and of the Courts of **Ontario** for the purpose of any claims arising under this Agreement.



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