



Massachusetts Employment Contract Templates (4)

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MASSACHUSETTS EMPLOYMENT CONTRACT

This employment agreement ("Agreement") is made and effective as of _____, 20____, by and between an **Individual** **Business Entity** known as _____, having its principal place of business at _____, City of _____, State of _____ ("Employer") and _____, with a mailing address of _____, ("Employer") and _____, State of _____ ("Employer").

WHEREAS the Employer intends to hire the Employee for the position of _____ and the Employee desires to provide their services on the conditions set forth.

IN CONSIDERATION of promises and other good and valuable consideration the parties agree to the following:

I. Employee Duties. The Employee agrees that they will act in accordance with this Agreement and with the best interests of the Employer in mind, which may or may not require them to present the best of their skills, experience, and talents, to perform all the duties required of the position. In carrying out the duties and responsibilities of their position, the Employee agrees to adhere to any and all rules, procedures, rules, regulations, as administered by the Employer. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer.

II. Responsibilities. The Employee shall be given the job title of _____ ("Position") which shall involve: _____ The Employer may also assign duties to the Employee from time to time by the Employer. The Employee shall be expected to work **full-time** **part-time**.

III. Employment Period. The Employer agrees to hire the Employee: (check one)

At Will which means this Agreement may be terminated at any time by either the Employer or Employee. After termination by any of the Parties, neither will have any obligation other than the non-disclosure of the Employer's proprietary information as outlined in Section XII and any non-compete listed in Section XIII.

a. **Employee's Termination.** The Employee shall have the right to terminate this Agreement by providing at least _____ days' notice. If the Employee should terminate this Agreement, he or she shall be entitled to severance, equal to the pay at the time of termination, for a period of _____.

b. **Employer's Termination.** The Employer shall have the right to terminate this Agreement by providing at least _____ days' notice. If the Employer should terminate this Agreement, the Employee shall be entitled to severance, equal to the pay at the time of termination, for a period of _____.

For a Specified Time Period beginning on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____. At the end of said time-period, both parties will no longer have any obligation to one another.

Employee's Initials - _____ Employer's Initials - _____ Page 1

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Updated July 14, 2023

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A **Massachusetts employment contract** is a written agreement between an employer and employee. The document must specify the type of compensation that the employee will receive and the duration of employment that is covered by the contract. Furthermore, the agreement should describe any benefits and/or paid leave that the subject will be afforded. Employers may also include non-disclosure or non-compete clauses to prohibit the employee from directly competing with their business or revealing trade secrets to competitors.

Laws – Title XXI (Labor and Industries)

By Type (4)

Employee Non-Disclosure Agreement – By having the employee sign this agreement, the employer ensures that they will not share company information or trade secrets with competing businesses.

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MASSACHUSETTS NON-COMPETE AGREEMENT

1. Purpose
This agreement, when counter-signed below, shall constitute an agreement between the undersigned employee and the Company, and shall be known as the "Confidential Information Agreement" or the "Agreement".

2. Definitions
The following terms shall have the meanings indicated in this Article 2, unless otherwise defined by the Company in the "Definitions" Article.

3. Non-Compete
During the Term and the Period with the Company and the Time Period stated below, the Employee shall not, directly or indirectly, engage in any business or activity which is in competition with the Company, or which is in competition with any employee in the branch of the Company which employee works. It is understood that the Employee may not compete with the Company, or any branch thereof, during their tenure unless such branch is being sold to a third party or closed by the Company.

4. Business Practices
The Employee shall not, directly or indirectly, solicit any customer, vendor, or supplier of the Company, or any branch thereof, to do business with the Employee, or any other person, or entity, during the Period with the Company and the Time Period stated below, unless such customer, vendor, or supplier has been approached by the Company or the branch of the Company which employee works.

5. Confidential Information
During the Period with the Company and the Time Period stated below, the Employee shall not, directly or indirectly, disclose any confidential information, trade secrets, or other proprietary information of the Company, or any branch thereof, to any third party, unless such disclosure is required by law.

6. Trade Secrets
During the Period with the Company and the Time Period stated below, the Employee shall not, directly or indirectly, engage in any business or activity which is in competition with the Company, or which is in competition with any employee in the branch of the Company which employee works, if it is known to the Employee that such employee has been approached by the Company or the branch of the Company which employee works.

7. General Competitors
Engage in business activity, whether paid or non-paid, which is in competition with the Company or the branch of the Company which employee works.

8. Non-Compete Period
The Employee shall not compete with the Company, or any branch thereof, while still an employee, or within one year of termination of employment, whether paid or non-paid, with the following information as delineated:

9. Employee
The Employee, his/her dependents, or partner with any current employees, staff, or family members of employees of staff of Company.

Employee Non-Compete Agreement – Prohibits the employee from entering into competition against the employer's business for a specific amount of time.

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Independent Contractor Agreement – An individual or business can use this document to specify the conditions, compensation, and period of engagement for a contract worker.

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MASSACHUSETTS SUBCONTRACTOR AGREEMENT

I. The Parties: The Subcontractor Agreement ("Agreement"), made on _____, 20_____, by and between _____, with a
 Date of Birth _____, ("Contractor") and _____, with
 a Date of Birth _____, ("Subcontractor"), both herein agreed to the following:

II. The Contractor: The Contractor is the party to whom the
 Agreement will be in accordance with the basic terms of the Agreement. (There
 may be one or more Subcontractors, in which case the Contractor is the
 individual or entity referred to as "Contractor" in the Agreement.)

III. The Subcontractor: The Subcontractor is the party to whom the
 Agreement will be in accordance with the basic terms of the Agreement. (There
 may be one or more Subcontractors, in which case the Subcontractor is the
 individual or entity referred to as "Subcontractor" in the Agreement.)

IV. Services Performed: Subcontractor agrees to complete the following: _____.

V. Subcontractor Responsibilities: Subcontractor is responsible for providing
 the following services to the Contractor:

- **Labor:** including but not limited to, employees, subcontractors and any
 other individuals performing services.
- **Materials:** including but not limited to, all supplies and products.
- **Equipment:** including but not limited to, machinery, accessories, or
 other equipment.

VI. Payment: including but not limited to, payment for the above mentioned
 responsibilities are provided at the location mentioned in Section V.

VII. Other:

VIII. Limitations: The Contractor shall not be liable for any damages that are not
 selected or chosen of his/her own free will.

IX. Location: The primary location of the Services contemplated by the Subcontractor shall be _____.

X. Duration: _____.

XI. Determination: _____.

XII. State: _____.

Subcontractor Agreement – A contract worker will use this type of form to hire additional contractors for a project that they are working on.

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What is an Employee?

“Employee” Definition – Ch. 152 § 1(4)

At-Will Employment

At-Will Employment – Allowed with the exception of “Public Policy” and “Good-Faith” understandings.

Income Tax Rate (Individual)

Individual Income Tax – 5% (Ch. 62 § 4)

Minimum Wage (\$/hr)

Minimum Wage – \$12.75 (Commonwealth of Massachusetts)

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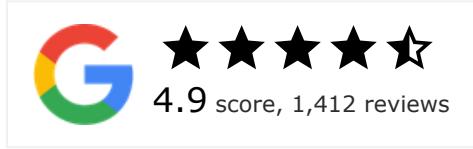
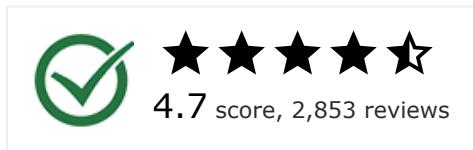
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Pricing

FAQ (Frequently Asked Questions)

Contact

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