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Michigan Non-Solicitation Agreement

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MICHIGAN NON-SOLICITATION AGREEMENT

I. THE PARTIES. This Michigan Non-Solicitation Agreement ("Agreement") made this _____, 20____, is made between:

OWNER: _____, ("Owner") with a mailing address of _____, shall have ownership of this Agreement under which:

RECIPIENT: _____, ("Recipient") with a mailing address of _____, shall be bound to this Agreement.

Hereinafter the Owner and Recipient shall be known separately as a "Party" and together as the "Parties."

II. TERM. The Recipient shall be bound to this Agreement, specifically, the terms of the Non-Solicitation in the Geographical Limits for: (check one)

Start Period: (check one)

- ☐ - Date of _____, 20____.
- ☐ - Beginning immediately after: _____.
- ☐ - Other: _____.

End Period: (check one)

- ☐ - Date of _____, 20____.
- ☐ - _____ months after: _____.
- ☐ - Other: _____.

The Start Period and the End Period shall be known as the "Term."

III. GEOGRAPHICAL LIMITS. The Recipient shall be bound to this Agreement with: (check one)

- ☐ - **No Geographical Limits.**
- ☐ - **Geographical Limits.** The Recipient shall be bound to this Agreement ONLY in the following area(s): _____.

Hereinafter known as the "Geographical Limits."



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A **Michigan non-solicitation agreement** is a contract between an employee and their employer that limits the employee's ability to solicit the employer's customers, clients, contractors, or employees. It typically goes into effect when the employee leaves their job with the employer and can prohibit the employee from providing specific services in a specific geographic region for a specific time period. It can also set limitations on obtaining new employment with a direct competitor.

Is It Legally Enforceable in Michigan?

Yes — as long as the employer has a reasonable need to protect their competitive business interests. The prohibitions are only enforceable if the established duration, geographic location, and type(s) of employment are considered reasonable by a court of law. ([§445.774a](#))

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What Types of Solicitation Can Be Prohibited?

If it can be proven necessary to protect an employer's business interests, a non-solicitation covenant can be customized to restrict a former employee from associating with their:

- Former or current clients/customers
- Former or current employees
- Independent contractors
- Other business relationships

What Should Be Included in the Agreement?

To be considered reasonable in the eyes of the court, a non-solicitation agreement must include specific terms regarding:

1. Duration

A non-solicitation covenant typically begins when the employee's job is terminated. It should specify an end date that would be considered reasonable in order to protect the employer's business interests.

2. Geographical Limit

The agreement must bind the ex-employee to the terms in a specific geographic location that would be considered reasonable. Typically, the geographical restraint is limited to the employer's location.

3. Scope of Restricted Activities

This section specifies the parties whom the ex-employee is prohibited from soliciting within the bounds of the established duration and geographic limit.

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★★★★★
4.8 score, 2,850 reviews



★★★★★
4.9 score, 1,348 reviews



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