

EMPLOYMENT SEPARATION AGREEMENT

Location: _____

Date: _____

PARTIES:

This Employment Separation Agreement ("Agreement") is made by and between:

Employer: _____

and

Employee: _____

RECITALS

WHEREAS, Employee has been employed by Employer; and WHEREAS, the parties desire to enter into this Agreement setting forth the terms of Employee's separation from employment with Employer;

1. SEPARATION DATE

Employee's last day of employment with Employer shall be mutually agreed upon by the parties and shall be referred to as the "Separation Date."

2. SEVERANCE PAYMENT

Employer agrees to pay Employee a severance payment in the amount agreed upon by both parties. Such payment shall be subject to applicable federal, state, and local tax withholding and shall be paid in a lump sum or installments as mutually agreed.

3. BENEFITS

Employee's participation in Employer's benefit plans shall end on the Separation Date, except as otherwise required by law or agreed in writing. Employee may be eligible for continuation of benefits under COBRA or similar laws, and Employer shall provide required notices.

4. RELEASE OF CLAIMS

Employee, on behalf of themselves and their heirs, assigns, and representatives, releases and forever discharges Employer and its affiliates, officers, directors, employees, agents, successors, and assigns from any and all claims, demands, causes of action, and liabilities of any kind, whether known or unknown, arising out of or related to Employee's employment or separation therefrom.

5. CONFIDENTIALITY

Employee agrees to keep the terms and existence of this Agreement confidential, except as required by law or as necessary to enforce the Agreement.

6. RETURN OF PROPERTY

Employee agrees to return all Employer property, including but not limited to documents, equipment, keys, and electronic devices, on or before the Separation Date.

7. NON-DISPARAGEMENT

Both parties agree not to make any disparaging or negative statements about each other to third parties.

8. NO ADMISSION OF LIABILITY

This Agreement does not constitute an admission of liability or wrongdoing by either party.

9. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

10. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

11. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means, including PDF or facsimile, shall be deemed originals.

EMPLOYER'S SIGNATURE

EMPLOYEE'S SIGNATURE

Signature: _____

Signature: _____

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