

Agreement Not to Compete

This agreement is made on _____, 20____, between
_____, seller, of
_____.

City of _____, State of _____, and
_____, buyer, of
_____.

City of _____, State of _____.

The seller now owns and conducts a _____ business, under
the name of _____, located at
_____.

City of _____, State of _____.

For valuable consideration, the buyer and seller agree as follows:

1. The seller agrees not to compete, either directly or indirectly, with the business of the buyer for a period of _____ years from the date of this agreement.

2. This agreement will only extend for a radius of _____ miles from the present location of the business of the buyer.

3. The seller agrees that "not to compete "means that the seller will not engage in any manner in a business or activity similar to that of the buyer 's.

4.If the seller violates this agreement, the buyer will be entitled to an injunction to prevent such competition, without the need for the buyer to post any bond. In addition, the buyer will be entitled to any other legal relief.

5.Any additional terms:

6.No modification of this agreement will be effective unless it is in writing and is signed by both the buyer and seller. This agreement binds and benefits both the buyer and seller and any successors. Time is of the essence of this agreement. This document, including any attachments, is the entire agreement between the buyer and seller. This agreement is governed by the laws of the State of _____.

Dated: _____, 20 _____

Signature of Seller

Printed Name of Seller

DBA

Name of Business

A(n) _____ (type of business)

State of Operation _____

Signature of Buyer

Printed Name of Buyer