

Noncompetition Agreement

THIS NONCOMPETITION AGREEMENT (this "Agreement") is dated as of the ____ day of _____, 20__ (the "Effective Date") and is entered into by and between _____, an _____ company (the "Company") and _____, an _____ company (the "Partner"). The Company and Partners hereinafter are collectively referred to as the "Parties".

AGREEMENT

Section 1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings described to below:

(a) The term "Business" shall mean the business of

(b) The term "Competition" or the term "Compete" shall mean to engage or invest in the Business, whether individually, as an employee, sub-contractor agent, partner, joint venturer, sole proprietor, Shareholder, consultant or otherwise, provided that such terms shall not preclude parties from purchasing less than one percent (1%) of the stock of a publicly held company.

(c) The term "Territory" shall mean anywhere in the Portland, Oregon.

Section 2. COVENANT NOT TO COMPETE. The Parties hereby covenant and agree that for a period of three (3) years commencing on the Effective Date of this Agreement, the Partner will not:

(a) Compete with Company in the Business within the Territory;

(b) Directly or indirectly suggest, request, or encourage any prior employees, suppliers, or customers of Company to curtail, reduce, or cancel their employment or business done with Company.

Section 3. PAYMENTS. In consideration for the Partner's agreement to refrain from competing with Company, Partner agrees to pay to the Company the sum of _____ (the "Payment") on or around the Effective Date, which payment shall be delivered to the Company. The Company acknowledges that such Payment constitutes fair and sufficient consideration for this Agreement.

Section 4. REMEDIES. The Partner agrees that a violation of this Agreement at any time, including during litigation, will produce irreparable damage and injury to Company. In the event of a breach, or threatened breach, of this Agreement by the Partner, Company shall be entitled to seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available to the Company at law or in equity, including, but not limited to, the Company's right to recover from the Company any and all damages that may be sustained as a result of the respective Company's breach. In the event of a breach, or threatened breach, of this Agreement by the Partner,

Company shall, without forfeiting any of the other remedies available to Company, including, but not limited to, Company's right to recover from the Partner any and all damages that may be sustained as a result of the respective Partner's breach, thereafter make no payments otherwise due under Section 3 of this Agreement.

Section 5. ATTORNEY FEES. If any suit or action (including any appeal therefrom) is brought to enforce this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorney fees and costs incurred in such litigation.

Section 6. ENTIRE AGREEMENT. This writing represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, representations or understandings, whether written or oral.

Section 7. NO WAIVER. The forbearance of any party to this Agreement to pursue any right or exercise any remedy hereunder shall not constitute a waiver of any subsequent or similar right or remedy.

Section 8. SEVERABILITY. If any provision of this Agreement is deemed to be illegal or otherwise void, invalid, or unenforceable, such provision shall be disregarded and the remainder of this Agreement without such provision shall not be affected and shall remain in full force and effect. The parties intend that the covenants contained in Section 2 herein shall be construed as a series of separate covenants, one for each county in Oregon and each State outside Oregon. The parties further agree that if a court or arbitrator should hold any portion of this Agreement unenforceable for any reason, the maximum restrictions of time, scope and geographic area reasonable under the circumstances, as determined by the court or arbitrator, will be substituted for the restrictions held unenforceable.

Section 9. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of all of the parties, as well as their respective successors, representatives and assigns.

Section 10. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with and under the laws of the state of Oregon.

IN WITNESS WHEREOF parties have caused this Agreement to be executed as of the date first above written.

COMPANY

_____,
a (an) _____ company

By: _____
Name: _____
Title: _____

PARTNER

_____,
a (an) _____ company

By: _____
Name: _____
Title: _____