

# NON-COMPETITION AGREEMENT

This Non-Competition Agreement was made and entered into on \_\_\_\_\_. It was made between the Seller, \_\_\_\_\_, who currently resides at \_\_\_\_\_, and the Buyer, \_\_\_\_\_, who currently resides at \_\_\_\_\_.

The Seller now owns and conducts a \_\_\_\_\_ business, which operates under the name of \_\_\_\_\_, and is located at the following address: \_\_\_\_\_.

For valuable consideration, the Seller and Buyer agree to the following:

1. The Seller agrees not to compete, by either direct or indirect means, 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 the phrase "not to compete" means that the seller will not engage in any activity or business which is in any way 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 needing the Buyer to post a bond of any kind. Furthermore, the Buyer will be entitled to further legal relief if necessary.
5. Additional terms or conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. No modification of this Agreement will be considered effective or valid unless it is in writing and is signed by both the Buyer and the Seller. This agreement binds and benefits both the Buyer and the Seller and any successors. Time is of the essence of this agreement. This document, including any attachments, constitutes the entire agreement between the Buyer and Seller. This Agreement is to be governed by the laws of the State of \_\_\_\_\_.

The Buyer and Seller have signed this Agreement on the date specified below.

\_\_\_\_\_  
*Signature of Seller*

\_\_\_\_\_  
*Signature of Buyer*

\_\_\_\_\_  
*Printed Name of Seller*

\_\_\_\_\_  
*Printed Name of Buyer*

Dated: \_\_\_\_\_, 20\_\_\_\_