

SEPARATION AND RELEASE AGREEMENT

1. I, _____, was employed by _____ (the "Company").
2. It is my understanding that in return for my signature on this Separation and Release Agreement (the "Agreement"), . This is in addition to any regular amounts that are owed to me for the services that I have performed for the Company. After execution, this Agreement will be returned to _____. I understand that such payment shall not be tendered earlier than ten (10) days after the date that the Company receives a signed copy of the Agreement. Payment will be provided no later than twenty days after I return the Agreement. I acknowledge that prior to receiving this payment, I have received payments which satisfy all of the obligations that the Company has to me regarding my employment. I acknowledge and agree that the Company is not obligated to give me the described severance benefits by any contract, practice, or policy, and that my eligibility to receive the severance benefits described in this Agreement is exclusively a result of my entry into this Agreement.
3. In return for compensation referred to in Paragraph 2, above, I hereby release the Company and its principals, owners, directors, officers, parent companies, subsidiaries, affiliates, employees, agents and other persons acting on behalf of the Company (collectively referred to as "the Released Parties") from all claims of whatsoever nature that I may have against the Released Parties arising from or in any way related to my employment with the Company. I also release the Released Parties from all claims of whatsoever nature that I may have against the Released Parties arising from or in any way related to the termination of my employment with the Company, and from any and all claims that I may have against any of the Released Parties arising from any act occurring prior to the execution of this document, including, without limitation, any claim, demand, action, cause of action or right, including claims for attorney's fees, based on but not limited to: (a) the Americans with Disabilities Act of 1990, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended and including 42 U.S.C. Sec 2000(e) et seq.; (c) the Civil Rights Act of 1991; (d) The Civil Rights Acts of 1866, 1871 and 1964, as amended; (e) 42 U.S.C. Sec 1981; (f) the Equal Pay Act of 1963; (g) the Fair Labor Standards Act, as amended; (h) the Rehabilitation Act of 1973, as amended; (i) the Age Discrimination in Employment Act of 1967, as amended; (j) the Older Workers Benefit Protection Act of 1990; (k) any state legislation addressing employment discrimination based on race, color, religion, sex, national origin, disability, and age; (l) the Family Medical Leave Act of 1993, codified as 29 U.S.C. §§ 2601, et seq., as amended; (m) any state legislation which protects an employee from retaliatory employment termination in response to the employee filing a worker's compensation claim, hiring a lawyer, instituting a good faith proceeding against the employer, testifying on behalf of another employee, or any similar exercise of the employee's rights; (n) the National Labor Relations Act; (o) the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended; (p) the Employee Retirement Income Security Act, as amended; (q) any existing employment agreement or potential entitlement under any Company program or plan; and (r) any law, including all suits in tort or contract, including wrongful termination and claims for reimbursement, bonus, incentives, commissions, compensation and benefits, defamation, damage to business reputation, impairment of economic opportunity, and any other claims for compensatory, statutory, or punitive damages. I expressly acknowledge and agree that the sum referred to in Paragraph 2 above is reasonable consideration for granting this release and that I would not be entitled to receive the amount referred to in Paragraph 2 above on account of my employment with the Company or for services that I performed for the Company. Notwithstanding the preceding sentence or any other provision of this Agreement, I understand this release is not intended to interfere with my right to file a charge with the Equal Employment Opportunity Commission (the "EEOC"), the National Labor Relations Board (the "NLRB"), the Department of Labor ("DOL"), or any other governmental agency in connection with any claim I believe I may have against the Released Parties. However, by executing this Agreement, I hereby waive the right to recover in any proceeding I may bring before the EEOC, NLRB, DOL, or any state or federal agency, in any proceeding brought by the EEOC, NLRB, DOL, or any state or federal agency on my behalf. I understand that this Agreement does not preclude me from claiming and receiving unemployment benefits through state unemployment agencies. I further understand from the Company that the release in this Paragraph 3, shall not in any way infringe upon my rights to funds in any Company defined benefit plan which are due me, or my right to make any claim against Company or such plan arising from any incident or occurrence after my entry into this Agreement.
4. I hereby relinquish any right to re-employment with Company after I execute this Agreement. I agree that I no longer desire employment with Company, and that I shall not seek, apply for, accept or otherwise pursue employment with Company. I acknowledge that if I re-apply for or seek employment with Company, Company's refusal to hire me based on this provision will provide a complete defense to any claims arising from any attempt by me to apply for employment.
5. I agree this Agreement sets forth the entire agreement between myself and the Company, and fully supersedes any and all prior agreements, understandings, or representations between myself and the Company pertaining to my employment with Company, the subject matter of this Agreement or any other term or condition of the relationship between Company and me, but is not intended to supersede or interfere with my rights in any Company defined benefit plan. I represent and acknowledge that in executing this Agreement, I do not rely, and have not relied, upon any representation(s) by Company or its agents except as expressly contained in this Agreement.
6. I understand that the terms of this Agreement are confidential. I agree not to disclose my entry into this Agreement or its terms to anyone other than my spouse, legal counsel, accountant, for tax purposes only, or a government agency, including a court in conjunction with litigation regarding this Agreement or under a subpoena or official government request. I understand that it may be harmful to Company for me to disclose my entry into this Agreement and recognize that it may difficult or impossible to place a value on the damage to the Company as a result of my disclosure. }
7. This confidentiality protection shall not in anyway interfere with or abridge my right or opportunity to make an administrative claim before the Equal Employment Opportunity Commission or other government agency, subject to the limitations contained herein. To the limited extent this Agreement may be interpreted as limiting or interfering with that right, I agree it is hereby amended to remove the impediment.

IF THIS AGREEMENT IS NOT RECEIVED BY THE COMPANY ON OR BEFORE THE 25TH DAY AFTER DELIVERY, THIS OFFER IS WITHDRAWN WITHOUT FURTHER NOTICE.

SIGNED this ____ day of _____, 20__.

Employee Separation and Release Agreement

Instruction Sheet

What is it?

An agreement that (i) details the end of the employment relationship between employee and employer and (ii) releases all potential claims the employee may have in exchange for some form of severance.

Why would I use it?

This agreement is designed to be used by employers for instances when an “at-will” employee is terminated. “At will” employment is the default for employment contracts. In “at will” employment, the employee can be dismissed by the employer for any proper reason at any time. Likewise, the employee can decide to terminate employment at any time and for any reason. An employee will be “at will” unless there is a provision in their contract guaranteeing employment for a specific duration of time. This agreement is probably inappropriate for “guaranteed term” employees, as their original contract will usually contain conditions for their termination that must be specifically adhered to. The separation and release agreement may be alluring because it releases the employer from all claims or liability related to the employee’s termination

Also Known As

Severance and Release Agreement

What do I do with this Employee Separation Agreement?

1) Review

- The employer should review the separation agreement to make sure that everything contained within is correct.

2) Execute

- The employer should then deliver the separation agreement to the employee. The employee must then sign and return the agreement to the employer.
- Before returning the agreement, the employee should make a copy of the signed agreement.
- The employer should designate a person or department that will accept the returned separation agreement.

3) Post Execution

- The employer should keep the original returned separation agreement with the company’s employment records.

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