

## WHAT ARE NON-COMPETITION / NON- Solicitation AND NON-DISPARAGEMENT CLAUSES LOOK LIKE: Samples Included

**Non-Competition:** You agree that, for a period of \_\_\_\_\_ after Your termination of employment, You will not (i) commence employment at any Hotel located within \_\_\_\_ miles of \_\_\_\_\_ that is in the \_\_\_\_\_ competitive set (the “\_\_\_\_ Competitive Set”), including but not limited to \_\_\_\_\_ (ii) provide consulting or other services to any \_\_\_\_\_ or \_\_\_\_\_ in the Competitive Set, either as an employee or contractor, or (iii) establish any business that provides management, consulting, operations, marketing, guest relations or similar services directly to any \_\_\_\_\_ or \_\_\_\_\_ Hotel located in the \_\_\_\_\_ Competitive Set in \_\_\_\_\_.

The Company shall be entitled to injunctive relief to enforce compliance with this restrictive covenant obligation. In the event that You violate the obligations contained in \_\_\_\_\_ of this Agreement, the Company shall be entitled to obtain the return of any portion of the Severance attributable to any time period after the date You first violate your obligations under these provisions.

**Non-Solicitation:** You agree that, for a period of \_\_\_\_\_ after the termination of Your employment, You will not solicit, urge, or induce any employee of the Company to terminate his/her employment with the Company or otherwise interfere with or disrupt the Company’s relationships with its employees. In addition, You agree that during the remainder of Your employment and for a period of \_\_\_\_\_ after the termination of Your employment, You will not solicit, urge, or induce any guest, client, vendor or account of the Company or the \_\_\_\_\_ to cease doing business with the Company \_\_\_\_\_ or do business with, or otherwise contract with, another person or entity for the types of products or services that are offered by/to the Company \_\_\_\_\_ or otherwise solicit, urge, or induce any such guest, client, vendor or account to terminate, reduce or adversely modify any business relationship with the Company \_\_\_\_\_.

**Non-disparagement:** You agree not to defame or disparage the Company, its officers, directors, agents, employees, products or services. You further agree that you will not publish, disseminate, or share with any third parties any sensitive, confidential or otherwise non-public information about the Company that you learned in the course of your employment with the Company that would be likely to portray the Company in a negative light. Either party’s truthful communication regarding the other party, pursuant to a valid court order or governmental agency proceedings will not constitute a violation of the confidentiality or non-disparagement provision.