

NON-COMPETE AGREEMENT

This Non-compete Agreement (this "Agreement") is made effective as of March 30, 2016, by and between Creative Gatherings, of 2384 Solidago Dr, Plainfield, Indiana 46168, and _____ (your name), of _____ (address), _____ (city), _____ (state) _____ (zip).

If a Creative Gatherings' owner chooses to leave or are terminated by Creative Gatherings.

1. NON-COMPETE COVENANT. During our relationship and for a period of 3 years after the separation of the relationship for any reason, _____ (owner) will not directly or indirectly engage in any business that competes with Creative Gatherings.

This covenant shall apply anywhere .

Creating wood signage using vinyl stencils for any kind of a profit is prohibited.
Sharing information about our process with any other person and/or business that intends to make a profit creating signage is prohibited.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Creative Gatherings for the benefit of a third party that is engaged in such business.

2. NON-SOLICITATION COVENANT. For a period of 3 years after the effective date of this Agreement, _____ (date), will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of Creative Gatherings, nor shall I use Creative Gatherings's existing client's demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity. Further, for a period of 3 years after the effective date of this Agreement, I will not directly or indirectly solicit, induce or attempt to induce any employee of Creative Gatherings to terminate his or her employment with Creative Gatherings.

3. CONDITION OF FRANCHISE OWNERSHIP. In consideration of the commitments and obligations made by _____ (owner's name) and Creative Gatherings agree that the execution of this agreement is necessary.

4. CONFIDENTIALITY. I will not at any time or in any manner, either directly or indirectly, use for the personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to Creative Gatherings. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. I will protect such information and treat it as strictly confidential. The obligation of myself not to disclose confidential information shall continue for a period of 3 years after the effective date of this Agreement.

5. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

6. SEVER-ABILITY. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. INJUNCTION. It is agreed that if I violate the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Creative Gatherings. Therefore, Creative Gatherings will be entitled to seek injunctive relief (i.e., a court order that requires me to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

8. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Indiana.

9. CONFLICT RESOLUTION. In the event of a dispute between the parties, the parties hereby agree to use the Indiana Superior Courts as the venue. The parties hereby also agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.

10. SIGNATORIES. This Agreement shall be signed by the independent party facilitator and Ann Zinyemba/Kelly Ivey, Owner, on behalf of Creative Gatherings. This Agreement is effective as of the date first above written.

PROTECTED PARTY:
Creative Gatherings

Signed By: _____

Ann Zinyemba/Kelly Ivey
Owners

NON-COMPETING PARTY:

Signed By: _____

Dated: _____