

NON-COMPETE AGREEMENT

This Non-Compete Agreement (this “Agreement”) is made effective as of May 1, 2018, by and between Valenchi Construction, LLC & Luxiena Designs, LLC, Ocala, Florida 34482, and _____, (hereinafter known as “Independent Contractor”) of _____, Florida _____.

The Noncompeting Party will be employed by the Protected Party as an independent contractor to design and service the Protected Party’s construction and remodeling business and will have access to certain proprietary information. In exchange for such employment and access to information, and for other good and valuable consideration, the Noncompeting will agree not to compete with the Protected Party’s business or solicit the Protected Party’s customers or employees.

1. NON-COMPETE COVENANT. For a period of 2 years after the effective date of this Agreement, “Independent Contractor” will not directly or indirectly engage in any business that competes with Valenchi Construction, LLC & Luxiena Designs, LLC.

This covenant shall apply to the geographical area that includes all of the State of Florida.

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 Integrity Design Group, Inc. for the benefit of a third party that is engaged in such business. The “Independent Contractor” agrees that this non-compete agreement will not adversely affect “Independent Contractor’s” livelihood.

2. NON-SOLICITATION COVENANT. For a period of two years after the effective date of this Agreement, “Independent Contractor” 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 Valenchi Construction, LLC & Luxiena Designs, LLC, Inc., nor shall “Independent Contractor” use Valenchi Construction, LLC & Luxiena Designs, LLC’s exiting client’s demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity. Further, for a period of two years after the effective date of this Agreement, “Independent Contractor” will not directly or indirectly solicit, induce or attempt to induce any employee of Valenchi Construction, LLC & Luxiena Designs, LLC to terminate his or her employment with Valenchi Construction, LLC & Luxiena Designs, LLC.

3. CONSIDERATION. In consideration of the commitments and obligations made by “Independent Contractor”, Valenchi Construction, LLC & Luxiena Designs, LLC will pay compensation to “Independent Contractor”.

4. CONFIDENTIALITY. “Independent Contractor” will not at any time or in any manner, either directly or indirectly, use for the personal benefit of “Independent Contractor”, or divulge, disclose, or communicate in any manner any information that is proprietary to Valenchi Construction, LLC & Luxiena Designs, LLC. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. “Independent Contractor” will protect such information and treat it as strictly confidential. The obligation of “Independent Contractor” not to disclose confidential information shall continue for a period of five years after the effective date of this Agreement. Within fifteen days after receiving a written request, “Independent Contractor” will return to Valenchi Construction, LLC & Luxiena Designs, LLC all records, notes, documentation and other items that were used, created, or controlled by ‘Independent Contractor’.

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. SEVERABILITY. 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 “Independent Contractor” violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Integrity Design Group, Inc. Therefore, Valenchi Construction, LLC & Luxiena Designs, LLC will be entitled to seek injunctive relief (i.e. a court order that requires “Independent Contractor” 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 attorney’s fees incurred in enforcing this Agreement.

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

9. CONFLICT RESOLUTION. In the event of a dispute between the parties, 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 “Independent Contractor” and by Alex Gil, Managing Member, on behalf of Valenchi Construction, LLC. This Agreement is effective as of the date first above written.

PROTECTED PARTY:

Valenchi Construction, LLC & Luxiena Designs, LLC

By: _____
Alex Gil, Managing Member

NON-COMPETING PARTY:

Print: _____

By: _____
“Independent Contractor”