



Non-Compete & Non-Disclosure Agreement

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This agreement, made this April 24th 2016, by and between Cranston Media, LLC dba Encore Events, a New York State Limited Liability Company with its principal place of business at 93 West Main Street Webster, New York, located In Monroe County 14580, (the "Company"), and _____ (the "employee") who currently resides at or whose principal business address is _____.

WHEREAS, the Company is engaged in the business of entertainment; particularly relating to providing disc jockeys, lighting, photobooth and audio/visual for events;

WHEREAS, the employee is currently or will become employed by the Company as **Event Staff (Includes DJ Asst; DJ Headliner; Photobooth Operator and other Support Staff)**. The employee acknowledges that he/she is a key and vital employee to the Company and has access to confidential and proprietary information. The Company defines confidential information discussed to or learned by the employee to including, but not limited to: oral inner-office communications, hand-written notes, digital documents, Google Drive, DJ Intelligence, Event Manager, DJ Webmin, Quickbooks, or any future electronic record-keeping platform, conversations, written notes, text messages to personal and business devices between employees, in-coming or out-going phone calls between clients/vendors/employees and others the Company communicates with during the course of business, in-coming/out-going faxes, locations of records, files, and other written information within the office, social media messages including posts on Twitter, Facebook, Instagram, Snapchat, or any future social media the Company may partake in.

WHEREAS, Employee represents and warrants that all information provided by him or her in his or her employment application is true and correct. Employee shall provide an update to Company if any information changes materially during the course of his or her employment.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth and intending to be legally bound thereby, _____ and Cranston Media, LLC., hereby accepts the terms and conditions set forth in this Agreement.

ARTICLE I

NONDISCLOSURE OF SECRET AND CONFIDENTIAL INFORMATION

6.1 The employee acknowledges that during the engagement employee will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The employee agrees that s/he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the employee or otherwise coming into his/her possession, shall remain the exclusive property of the Company. The employee shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the employee shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his possession or under his/her control. The employee further agrees that s/he will not disclose his/her retention as an employee or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his or her relationship to the Company and of the services hereunder. Such nondisclosure shall include,

but not be limited to, rate schedules, the names, addresses, credit terms and nature of services provided to customers of the Company, the identity of the Company suppliers, employees or other entities with whom employee has come into contact as a result of his or her employment with the company or which should otherwise come to his or her attention during the term of this Agreement.

ARTICLE II

NON-COMPETITION AND NON-SOLICITATION

7.1 During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, employee agrees to the following:

(a) **Non-Competition Obligation.** Employee agrees that s/he will not, directly or indirectly, alone or in association with any other person or entity, engage in or be employed by (as a principal, agent, consultant, partner, director, officer, Employee, stockholder, investor, lender or otherwise), provide services to, or be financially interested in, any person, partnership, corporation or other business or business entity that is engaged in any activities or services, or that provides, or is about to provide products, that are directly competitive with the activities, services or products Cranston Media, LLC. or any of its subsidiaries or affiliates (“Competitive Business”). For purposes of this Agreement, a Competitive Business shall mean soliciting from or handling for any customer any type of business carried on by the Company at the time the employee ceases to be an employee of the Company, which would involve the employee in any capacity or function the same as or similar to a capacity or function in which he or she performed for the Company within 100 miles of Webster, New York.

(b) **Non-Solicitation Obligation.** Employee agrees that s/he will not, directly or indirectly, for himself/herself or on behalf of any person, partnership, corporation or other business or business entity:

1. employ or establish a business relationship with any existing or former employee, consultant, contributor, facilitator or Employee of or to Cranston Media, LLC its subsidiaries or affiliates;

2. solicit, induce, encourage, or otherwise contact for the purpose of soliciting, inducing or encouraging, any existing or former employee, consultant, contributor, facilitator or Employee of or to Cranston Media, LLC, its subsidiaries or affiliate:

a. to leave or abandon the employ of Cranston Media, LLC or any of its subsidiaries or affiliates;

b. to terminate or alter his, her or its relationship with Cranston Media, LLC or any of its subsidiaries or affiliates; or

c. to provide services or products to any person, partnership, corporation or other business or business entity.

3. solicit, induce, encourage, call upon, or otherwise contact for the purpose of soliciting, inducing or encouraging, any customers, prospective customers, suppliers, vendors, referral sources, advertisers, prospective advertisers or accounts of Cranston Media, LLC or any of its subsidiaries or affiliates to terminate or reduce in scope or value their relationship with Cranston Media, LLC or any of its subsidiaries or affiliates; or

4. solicit any Competitive Business from, or perform competitive work for, any customer, prospective customer, advertiser or prospective advertiser of Cranston Media, LLC or any of its subsidiaries or affiliates.

7.2 For purposes of this Article, “customers” shall mean those persons, partnerships, corporations or other businesses or business entities to whom Cranston Media, LLC or any of its subsidiaries or affiliates sold its products or services during the 24 months preceding the date in question and “prospective customers” shall mean those persons, partnerships, corporations or other businesses or business entities whose business was solicited by or on behalf of Cranston Media, LLC or any of its subsidiaries or affiliates during the 24 months preceding the date in question. In addition, a “former employee, consultant, contributor, facilitator or Employee of or to Cranston Media, LLC is one who has performed work for or sold work or otherwise contributed work to Cranston Media, LLC or any of its subsidiaries or affiliates at any time during the prior 24 month period.

ARTICLE III

RIGHT TO INJUNCTION

8.1 The parties hereto acknowledge that the services to be rendered by the employee under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Employee of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The employee expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the employee. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for

damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law. The duration of the covenant (two years) shall commence on the issuance of the injunction.

8.2 In the event that any court of competent jurisdiction determines that any of the restrictive covenants contained in this document are inequitably broad, it is the intention of the parties that the court adjust the obligations of the employee under the restrictive covenants rather than eliminating such obligations entirely. In the event that a court shall equitably adjust the restrictive covenants contained in this article, the remainder of this Agreement shall remain in full force and effect. The employee acknowledges that the covenants are essential to the Company.

ARTICLE IV

MISCELLANEOUS

13.1 The waiver by the Company of any breach of any provision of this Agreement by the employee shall not operate or be construed as a waiver of any subsequent breach by employee.

13.2 In the event that a court shall invalidate either in whole or in part any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect and shall be severed from the section or sections, article or articles, deemed invalid.

13.3 The headings to articles have been used only for convenience and constitute no part of this Agreement and shall not be used to construe or interpret this Agreement in any manner.

13.4 The employee may not assign his or her rights and obligations under this Agreement.

13.5 This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

13.6 The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of New York.

13.7 This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity. □ □

ARTICLE V

ENTIRE AGREEMENT

14.1 This Agreement embodies the entire understanding of the parties. No amendment or modification of this Agreement shall be valid or binding upon the Company unless made in writing and signed by a duly authorized officer of the Company or upon the employee unless made in writing and signed by him or her.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have signed this agreement on the date set forth above

Witness:

Employee:

Employee Name

Employee Signature

Witness:

Company:

Cranston Media, LLC

By: _____

Richard L. Cranston, Member President