

IN HOUSE SEPARATION AGREEMENT

Location: _____

Effective Date: _____

Parties:

This Agreement is entered into by and between:

- Employer / Company Name: _____

- Employee Name: _____

Recitals:

WHEREAS, Employer desires to separate its employment relationship with Employee in an amicable and cooperative manner; and WHEREAS, Employee desires to accept the terms of separation as set forth herein; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Separation Date and Termination of Employment

Employee's employment with Employer shall terminate on the Separation Date, which shall be mutually agreed upon and documented in writing. From and after the Separation Date, the employment relationship shall be deemed terminated, and Employee shall have no further duties or responsibilities to Employer.

2. Final Compensation and Benefits

Employer shall pay Employee all earned but unpaid wages, accrued but unused vacation or paid time off, and any other compensation owed through the Separation Date, subject to applicable deductions and withholdings. Any continuation of benefits or entitlements beyond the Separation Date shall be governed by applicable plan terms and law.

3. Severance Payment

Employer agrees to provide Employee with a severance payment in the gross amount of \$_____, less applicable taxes and withholdings, payable in a lump sum or installments as specified separately. Employee acknowledges that this severance payment is in addition to any earned compensation and is conditioned upon Employee's execution of this Agreement and full compliance with its terms.

4. Release of Claims

In exchange for the consideration provided herein, Employee releases and forever discharges Employer and its affiliates, successors, assigns, and related parties from any and all claims, demands, liabilities, and causes of action of any kind, whether known or unknown, arising out of or relating to Employee's employment or termination thereof, including but not limited to claims under federal, state, or local law.

5. Confidentiality and Non-Disclosure

Employee acknowledges and agrees to maintain the confidentiality of all proprietary, confidential, or trade secret information of Employer both during and after employment, including terms of this Agreement, except as required by law.

6. Return of Property

Employee agrees to return all Employer property, including but not limited to keys, documents, electronic devices, and other materials, no later than the Separation Date.

7. Non-Disparagement

Employee agrees not to make any disparaging or derogatory statements about Employer, its officers, directors, employees, or products, whether orally or in writing, now and in the future.

8. Cooperation

Employee agrees to cooperate reasonably with Employer in any matters arising after separation, including providing truthful information or testimony if necessary.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of state and federal courts located in _____ County, _____ for any disputes arising under this Agreement.

10. Entire Agreement

This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

11. Amendments

No modification or amendment of this Agreement shall be valid unless in writing and signed by both parties.

12. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. No Admission of Liability

This Agreement does not constitute an admission of liability or wrongdoing by either party and is entered into solely to resolve any potential disputes and facilitate an amicable separation.

14. Voluntary Agreement

Employee acknowledges that Employee has read this Agreement carefully, understands its terms, and signs it voluntarily and without duress.

15. Effective Date

This Agreement shall become effective on the date it is fully executed by Employee and Employer.

16. Execution and Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

17. Rights and Obligations Survive Termination

The rights and obligations set forth in Sections 4, 5, 7, 9, and any other provisions that by their nature extend beyond termination shall survive the termination of this Agreement.

18. No Waiver

No failure or delay by either party in exercising any right hereunder shall operate as a waiver thereof.

19. Headings

Headings are for convenience only and shall not affect the interpretation of this Agreement.

20. Attorney Consultation

Employee acknowledges having had the opportunity to consult with an attorney prior to executing this Agreement.

EMPLOYER AUTHORIZED SIGNATORY

EMPLOYEE SIGNATURE

Signature: _____

Signature: _____

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