

Is a Non-Compete Agreement Enforceable? How Will it Impact Me if I Sign it?



YES! [Non-Compete](#)

[Agreements are generally enforceable in New York.](#) It is in essence a chess game between the employer and employee and/or the employer and their competitors. Unfortunately, many employees are pawns in the “game” and are harmed because they are not educated on their rights and options.

Non-Compete provisions can be found in a stand alone Non-Compete Agreement or within various documents, including, among others: [Employment Agreements](#), [Severance Agreements](#), Confidentiality Agreements, [Relocation Agreements](#), Workplace Invention Agreements, Bonus Agreements, Deferred Compensation Agreements, [Retention Agreements](#), etc. .

A Non-Compete Agreement is a legally binding

contract and should be reviewed by an attorney prior to your signing the document. It may be presented at the onset of your employment in your onboarding documents, during the tenure of your employment or upon your voluntary or involuntary departure from employment.

Employers may use a Non-Compete Agreement to bind employees and to protect against their employees going to work against them for their competitors.

Employers may have an employee sign a Non-Solicitation Agreement. This can, in fact it often is, the same as a Non-Compete Agreement.

Some employers require all employees to sign a Non-Compete Agreement and some employers only have key employees sign these documents.

Non-Compete

Agreements may

impact your ability to transition to a new job. You may be required to disclose the terms of your Non-Compete to a potential new employer (even if the job is not the same or similar) and this may prevent you from obtaining new employment.

Any employees who receive a Non-Compete Agreement should have the agreement reviewed by an attorney prior to signing to determine if there are any terms within the agreement that can be removed or negotiated.

Any employee departing from employment, voluntarily or involuntarily, should have the agreement reviewed by an attorney prior to making any transition to understand their rights and obligations and to determine if the terms of the agreement apply to potential new employment and/or if there is any room for renegotiation of the terms upon the employee's departure. A non-compete provision may effectively put the employee on the bench for a period of time and impact your ability to obtain new viable employment.

If you have received or have already signed a Non-Compete Agreement or an agreement that contains a non-solicitation or non-competition provision(s) contact [Sheree Donath](#) to have your document reviewed.