

MANAGER EMPLOYMENT AGREEMENT

Location: _____ Date: _____

Parties:

This Manager Employment Agreement (the "Agreement") is entered into by and between:

Employer Name: _____

Employer Address: _____

Manager Name: _____

Manager Address: _____

1. Employment and Duties:

Employer hereby employs Manager, and Manager accepts employment, to act as the manager of Employer's business and affairs, performing such duties as are customary for such position and any other duties assigned by Employer. Manager shall devote full business time, attention, skill, and best efforts to the performance of Manager's duties hereunder.

2. Term:

The term of this Agreement shall commence on the date of execution and shall continue until terminated by either party in accordance with Section 8 herein.

3. Compensation:

Employer shall pay Manager a base salary payable in accordance with Employer's normal payroll practices. Manager may be eligible for bonuses or other incentives as determined in Employer's sole discretion and subject to written agreement.

4. Benefits:

Manager shall be entitled to participate in any employee benefit plans or programs offered by Employer, subject to the terms and conditions of such plans and programs.

5. Confidentiality and Non-Disclosure:

Manager acknowledges that during employment, Manager will have access to confidential and proprietary information of Employer. Manager agrees not to disclose, use, or permit use of such information except as necessary in performing duties. This obligation shall survive termination of employment.

6. Non-Competition and Non-Solicitation:

During the term of employment and for a period of twelve (12) months following termination for any reason, Manager shall not directly or indirectly engage in any business competitive with Employer within the geographical area Employer operates. Manager shall not solicit Employer's employees, customers, or clients during such period.

7. Manager's Representations and Warranties:

Manager represents and warrants that Manager is legally authorized to work in the United States, has no conflicting obligations that would interfere with the performance of duties, and shall comply with all applicable laws and Employer policies.

8. Termination:

Either party may terminate this Agreement at any time upon written notice. Employer may terminate immediately for Cause, defined as gross misconduct, dishonesty, breach of material terms, or willful neglect of duties. Upon termination, Manager shall promptly return all Employer property and confidential information.

9. Indemnification:

Employer agrees to indemnify and hold harmless Manager from and against any losses, claims, damages, or liabilities arising out of the performance of Manager's duties within the scope of employment, except for acts of gross negligence or willful misconduct.

10. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. Venue for any disputes arising hereunder shall be exclusively in the state or federal courts located in _____ County, _____.

11. Severability:

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that reflects the parties' original intent as closely as possible.

12. Entire Agreement:

This Agreement, together with any exhibits or attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

13. Amendments:

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

14. Notices:

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when personally delivered, sent by certified mail return receipt requested, nationally recognized overnight courier, or electronic means with confirmation of receipt, addressed to the parties at the addresses stated above or such other address as either party may designate by written notice.

15. Waiver of Jury Trial:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16. Counterparts; Electronic Signatures:

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

EMPLOYER'S SIGNATURE

MANAGER'S SIGNATURE

Signature: _____

Signature: _____

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