

## Employment Agreement

\_\_\_\_\_, 20\_\_

Attn:

Dear \_\_\_\_\_:

This will constitute our agreement concerning your employment as a **Manager**.

1. *Duties.* As Manager, you will perform all of the duties assigned to you by the Company and carry out its policies and directives to the best of your ability. Territorial and departmental work jurisdiction will be determined by the Company. The President of the Company shall designate the Company executive to whom you shall report.

During the term of our agreement, you will not engage in any other employment.

2. *Compensation.* As compensation for your services, the Company will pay:

(a) an annual salary of \$ \_\_\_\_\_ in weekly installments of \$ \_\_\_\_\_. Your salary will be reviewed annually;

(b) a bonus determined by the board of directors for your position;

(c) health, disability, life insurance and retirement benefits under those benefit programs, if any, that the Company may have in effect from time to time.

3. *Expenses.* You will be reimbursed for approved reasonable business expenses incurred in the performance of your duties, upon presentation of a written itemized accounting.

4. *Term.* This agreement shall terminate on \_\_\_\_\_, 20\_\_, or the date of your death, if sooner, subject to these conditions:

(a) either of us may terminate this agreement on \_\_\_\_\_, 20\_\_, or on any subsequent \_\_\_\_\_, upon ninety (90) days' prior written notice;

(b) the Company may cancel this agreement at any time without further salary or bonus for the current calendar year, if you: (i) fail to perform your duties for reasons other than illness or incapacity; or (ii) otherwise breach the terms of this agreement.

(c) The Company may cancel this agreement at any time, if you fail to perform your duties because of illness or other incapacity. This agreement shall terminate on the date specified in a written notice from the Company (Termination Date). The Termination Date shall not be less than thirty (30) days from the date the notice is deemed given. If you recover from your illness

or other incapacity prior to the Termination Date, and you shall have resumed the full performance of your duties, the notice of termination shall become null and void and this agreement will remain in full force and effect as though the notice had not been given.

If this agreement is terminated because of your death, illness or other incapacity: (i) your salary will be paid to the date of your death or the Termination Date; and (ii) your bonus, if any, will be paid for the portion of the calendar year relating to the period of your employment to the date of your death or the Termination Date, whichever the case may be.

5. *Arbitration.* A dispute between us involving any matter arising under this agreement shall be settled by arbitration under the rules of the American Arbitration Association. A judgment upon the award may be entered in any court having jurisdiction.

6. *Confidential Information.* You will never disclose any of the Company's contracts, the names of its customers, its financial costs, sales data, processes, or business opportunities.

7. *Notices.* All notices shall be in writing and deemed given only if delivered personally or sent by telegram or by fax or by registered or certified mail, postage prepaid, as follows:

If to the Company to:

If to you, to:

c/o

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. The notice will be deemed to have been given as of the date so delivered, telegraphed, faxed or mailed.

8. *Assignment.* This agreement shall inure to the benefit of, and shall be binding upon the Company, its successors and assigns. This agreement may not be assigned by you.

If this correctly expresses our agreement, please signify your approval below.

By: \_\_\_\_\_

Accepted and agreed:

\_\_\_\_\_