

## MANAGEMENT AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

[CLIENT]  
[address]

("Client")

- and -

[PRINCIPALS]  
[address]

("Principals")

- and -

[MANAGER]  
[address]

("Manager")

WHEREAS:

- A. Client is in the business of owning and operating a [type of business] business in \_\_\_\_\_, Ontario (the "Business").
- B. Client operates from leased premises at \_\_\_\_\_ ("Premises") and owns the assets outlined in Schedule "A" ("Operating Assets").
- C. Principals are the shareholders and directors of Client.
- D. Manager is in the business of providing \_\_\_\_\_ management services.

NOW THEREFORE, in consideration of the mutual promises set out in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement hereby agree as follows:

1 **Retainer:** Client hereby retains Manager on an exclusive basis to manage the Business (the "Services") on behalf of the shareholders of the Client and the Principals upon the terms set out in this Agreement.

2 **Provision of Services:** All Services shall be performed on a prompt and professional basis by Manager or suitably qualified and supervised employees, agents or subcontractors of Manager, acting in good faith to the best of their abilities.

3 **Term and Termination:**

- (a) The term of this Agreement shall commence on the day first above set out (the "Effective Date"). The initial term of this Agreement will be 12 months from the Effective Date (the "Guaranteed Term"). Thereafter, this Agreement shall be on a month to month basis.
- (b) Except as otherwise set out in this Agreement in writing, no party may terminate this Agreement during the Guaranteed Term except for breach of this Agreement, and only then upon fourteen days prior written notice of the default complained during which time the party in default will be provided an opportunity to rectify the breach in question.

