

MANAGEMENT AGREEMENT

THIS AGREEMENT made and effective this ___ day of _____, _____.

BETWEEN:

(CONTRACTOR)
(hereinafter called the "Contractor")

OF THE FIRST PART

- and -

(CORPORATION)
a body corporate incorporated under the laws of the State of *[insert
name of State]*
(hereinafter called the "Corporation")

OF THE SECOND PART

WHEREAS:

- A. The Contractor has the requisite qualifications, experience, expertise and personnel to effectively manage the Corporation;
- B. The Corporation and the Contractor have agreed to provide for the management and operation of the Corporation subject to the terms and conditions in this Agreement.

THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements in this Agreement and other good and valuable consideration, the parties agree as follows:

ARTICLE ONE - INTERPRETATION

1.01 Definitions - In this Agreement, the following words and expressions shall have the following meanings:

- (a) "Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any Agreement or instrument supplemental or ancillary hereto and the expression "paragraph", "Section" or "Article" followed by a number means and refers to the specified paragraph, Section or Article of this Agreement;
- (b) "Commencement Date" means the ___ day of _____, _____;
- (c) "Expiry Date" means the ___ day of _____, _____, or the annual anniversary of that date so long as this Agreement continues to be in force;
- (d) "Management Fee" means the compensation for the Contractor's Services referred to in Section 2.04;
- (e) "Notice of Termination" means the notice referred to in paragraph 2.03(a);