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**AMC Sample Contract 2**

**MANAGEMENT AGREEMENT**

**BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMPANY**

**AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Made and entered into the First of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Association, hereinafter referred to as "Association", and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COMPANY, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Proprietorship, hereinafter referred to as "XXX".

**W I T N E S S E T H**

WHEREAS, Association intends to be a non-profit corporation; and

WHEREAS, XXX is and has been engaged in the business of rendering professional services to and for various types of trade associations; and

WHEREAS, Association and XXX mutually desire that XXX act as a manager for and of the Association upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the foregoing, and the mutual promises and covenants of the parties hereto, and intending legally to be bound, the parties hereto agree as follows:

1. Scope of Work and Services

XXX agrees to act as manager of the Association, in which capacity it shall provide services in accordance with the Association's reasonable requirements. Such services shall include, but not be limited to, providing executive and administrative personnel to carry out Association activities, coordinating Board and Committee meetings and activities, issuing publications, providing information of significance to Association members, developing or conducting surveys, managing and assisting in developing programs for Association meetings and seminars, corresponding and communicating with Association members and officers, and promoting the various programs of the Association.

 2. Compensation

The parties hereto recognize that the initial compensation to XXX set forth below is based on estimates of the projected level of activity which will be required from those XXX personnel involved in management of the Association, which estimates have been communicated by XXX to the Association and on present financial conditions. The compensation described below shall be in effect, for the first 12 month period of this Agreement.

The fee is based on professional association management services including general office administration, planning and attendance at an Annual Meeting, general communications with members, all accounting functions including billing, financial reports, etc., a membership directory, a membership campaign, and a bi-monthly newsletter. Additional projects, including statistical reports, are available and will be contracted out on a separate fee basis.

The parties therefore agree that they shall regularly and jointly review and discuss the compensation to be paid XXX for each coming fiscal period, which review shall take place during preparation of the Association's budget for the relevant period, so as to arrive at a mutually acceptable level of compensation for that coming fiscal period. Subject to the foregoing, the parties agree that, initially and as its sole compensation for all services to be rendered hereunder, XXX shall receive and hereby accepts, in the categories stated, the following:

(a) \_\_\_\_\_\_\_\_\_\_ per year, payable \_\_\_\_\_\_\_\_\_\_ per month, compensation and retirement allowance for the services of the Executive Director, Consulting Director and other executives connected with XXX; and

(b) \_\_\_\_\_\_\_\_\_\_ per year, payable \_\_\_\_\_\_\_\_\_ per month, for office overhead, including salaries and retirement allowance for office personnel not referenced in (a) including mail services, bookkeeping services, convention services/receptionist, desktop operator and other office personnel not otherwise designated; general office expense and social security and unemployment insurance taxes.

(c) \_\_\_\_\_\_\_\_\_\_ per year, payable \_\_\_\_\_\_\_\_\_ per month, for office occupancy, including rent, light, heat, power, use of office machinery, equipment and fixtures and janitorial service; and

All payments shall be due on the first of each month.

Travel and other out-of-pocket expenses incurred by XXX on Association business and other categories of expenses not covered in subparagraphs 2(a), (b) and (c) above shall be reimbursed promptly.

3. Independent Contractor

The parties agree that, in the performance of its obligations under this Agreement, XXX shall at all times be and act as an independent contractor. Nothing herein contained shall be so construed as to constitute the relationship hereby created as an employment, an agency, a partnership or a joint venture.

The Association shall not in any way be liable for any federal, state or local taxes, relative to XXX's operation including, but not limited to, withholding taxes of XXX's employees. XXX shall not in any way be liable or personally responsible for any obligation of the Association, its agents, servants or employees.

 4. Duration of Agreement

This Agreement shall commence on the date hereof. It shall be in effect for a 24 month period and continue until terminated by mutual consent of the parties or when either party terminates this Agreement by giving to the other party three (3) months notice in writing of its intention to do so; the term of this Agreement shall expire at the end of such three (3) month period.

5. Liability

XXX agrees that if the Association does not meet its obligations to XXX under this Agreement for any reasons, the Officers and Directors of the Association shall, nevertheless, have no personal obligation or responsibility to XXX with respect to such Association obligations. However, XXX shall have the right to terminate this Agreement if the Association fails to make any overdue payment within ten (10) days after receipt of written notice from XXX that such payment is in default. The Agreement shall then terminate at XXX's election upon mailing or delivery to the Association by XXX of written notice of such election. Termination of this Agreement shall not release the Association from any of its obligations to XXX which accrued or relate to periods prior to the date of termination.

6. XXX Staff Productions

For the twelve (12) months immediately following termination of this Agreement, Association will not directly or indirectly hire or retain, to manage the Association or to perform part or all of the services which XXX has performed to Association under this Agreement:

(a) Any individual who was an XXX employee at or within six (6) months before termination of this Agreement (an "Ex-Employee"); or

(b) Any entity which has a connection with any Ex-Employee, whether as employee, partner, shareholder, consultant, any other affiliation of any kind.

In the event of a breach to the Agreement, Association agrees to pay XXX liquidated damages in an amount equal to the Association's previous twelve months of fixed management fee billings.

7. Secrecy

XXX agrees that it will use discretion and care with respect to the disclosure at any time of confidential information obtained by XXX in the performance of its obligations under this Agreement, except as such disclosure is required by law. The parties agree that XXX shall have the right to withhold such confidential information even from the Officers and directors of the Association, where XXX deems such disclosure improper or potentially illegal.

8. Non-Assignment

XXX and Association agree that they will not assign this contract or any obligation hereunder to any other person, firm or corporation without first receiving the written consent thereto signed by the

President of the other party.

 9. Copyright

It is specifically understood and agreed that all publications prepared, disseminated and published in the name of the Association shall, when XXX deems it appropriate, be copyrighted and that such copyright shall be the property of and owned by the Association.

10. Entire Agreement

The parties hereby agree that this Agreement supersedes any existing agreement between the Association and XXX and that this Agreement contains the entire understanding and agreement between the Association and XXX with respect to the subject matter of this Agreement and cannot be amended, modified or supplemented in any respects, except by a subsequent agreement entered into by both parties thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BY :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

XXX Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Association

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Date