Management Contract

This **Management Contract** (“***Agreement***”) is entered into on _____ ("***Effective Date***") by and between the following parties:

Manager

_____

_____ _____

_____ _____ _____ _____

_____ _____

Client

_____

_____ _____

_____ _____ _____ _____

_____ _____

1. Purpose

Client appoints Manager to provide the management services described in this Agreement. Manager accepts the appointment under these terms.

2. Management Services

Manager will provide the following services for Client:

Service Area	Manager Responsibilities
Strategic planning	Advise Client on business objectives, priorities, growth opportunities, and operational planning.
Operations	Support the development, implementation, and review of agreed business processes.
Financial oversight	Assist with budget preparation, expense monitoring, and financial reporting. Manager may not control Client funds unless Client gives prior written authorization.
Team coordination	Help coordinate personnel, contractors, vendors, and project activities as authorized by Client.
Reporting	Provide _____ written updates on services, progress, concerns, and recommended actions.

Manager will perform additional services only if the Parties agree to them in writing.

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3. Manager Authority

Manager may act as Client's representative only within the authority expressly granted in this Agreement or in a separate written authorization signed by Client.

Manager may not, without Client's prior written approval:

- enter into contracts on Client's behalf;
- incur expenses or financial obligations exceeding ;
- borrow money, pledge assets, or open financial accounts for Client;
- hire or terminate personnel on Client's behalf;
- make public statements, legal commitments, or representations on Client's behalf; or
- use Client's name, trademarks, or intellectual property except as needed to perform the Management Services.

Client remains responsible for final business decisions unless it delegates a specific decision in writing.

4. Client Responsibilities

Client will provide Manager with timely access to the information, personnel, records, systems, approvals, and resources reasonably needed for Manager to perform the Management Services.

Client represents that information it provides to Manager is accurate to the best of its knowledge. Client will promptly notify Manager of material changes that may affect the Management Services.

5. Term

This Agreement begins on and continues until unless terminated earlier under the Termination clause.

If the Parties wish to renew this Agreement, they must confirm the renewal in writing before the end of the Term.

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6. Fees and Payment

Client will pay Manager as follows:

Fee Type	Amount	Payment Schedule
Management fee		
Project-based fee, if applicable		
Approved expenses	Actual documented cost	Within _____ days after invoice

Manager will submit invoices to _____. Client will pay each undisputed invoice within _____ days after receipt.

Overdue undisputed amounts may accrue interest at the lesser of _____ % per month or the highest rate permitted by applicable law. Client must notify Manager in writing of any disputed amount within _____ days after receiving the invoice and must pay all undisputed amounts when due.

7. Expenses

Client will reimburse Manager for reasonable, necessary, and documented out-of-pocket expenses incurred in providing the Management Services, provided that Manager receives written approval before incurring any single expense over _____ .

8. Independent Contractor Relationship

Manager is an independent contractor and is not Client's employee, partner, joint venture participant, or legal agent except to the limited extent Client authorizes in writing.

Manager is responsible for its own taxes, insurance, personnel, and business expenses, except for approved reimbursable expenses under this Agreement. Manager has no authority to receive employee benefits from Client.

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9. Confidentiality

Each Party may receive confidential information from the other Party during the Term. Confidential information includes nonpublic business information, financial information, customer information, plans, trade information, pricing, operational records, and information that a reasonable person would understand to be confidential.

Each Party will use the other Party's confidential information only to perform or receive services under this Agreement. Neither Party may disclose confidential information to another person except to its personnel, professional advisers, or contractors who need the information and are bound by confidentiality obligations.

These confidentiality obligations do not apply to information that the receiving Party can show:

- was publicly available through no breach of this Agreement;
- was already known to the receiving Party without a duty of confidentiality;
- was independently developed without using the disclosing Party's confidential information; or
- must be disclosed by law, provided the receiving Party gives prompt notice when legally permitted.

10. Intellectual Property and Work Product

Each Party retains ownership of its pre-existing intellectual property, materials, methods, and tools.

Upon Client's full payment of all amounts due for the applicable Management Services, Manager assigns to Client all rights it may own in reports, plans, analyses, and other work product created specifically for Client under this Agreement, excluding Manager's pre-existing materials, general knowledge, templates, methods, and tools.

Manager grants Client a perpetual, nonexclusive, worldwide, royalty-free license to use any Manager materials incorporated into the work product solely as needed for Client to use that work product.

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11. Compliance and Professional Standards

Manager will perform the Management Services with reasonable skill, care, and professionalism. Each Party will comply with laws and regulations applicable to its own activities under this Agreement.

Manager does not provide legal, tax, accounting, investment, medical, or other regulated professional advice unless the Parties separately agree in writing and Manager is properly qualified to provide that service.

12. Conflicts of Interest

Manager will promptly disclose any actual or reasonably foreseeable conflict of interest that could materially affect Manager's ability to perform the Management Services objectively. Client may require reasonable safeguards or terminate this Agreement under the Termination clause if the conflict cannot be resolved.

13. Insurance

Manager will maintain commercially reasonable insurance coverage appropriate for the Management Services, if such coverage is customarily available. Upon reasonable request, Manager will provide evidence of coverage.

14. Indemnification

Manager will defend and indemnify Client against third-party claims, losses, damages, liabilities, and reasonable expenses arising from Manager's fraud, willful misconduct, or material breach of this Agreement.

Client will defend and indemnify Manager against third-party claims, losses, damages, liabilities, and reasonable expenses arising from Client's fraud, willful misconduct, inaccurate information supplied by Client, or material breach of this Agreement.

The indemnified Party must promptly notify the other Party of a claim, reasonably cooperate in the defense, and allow the indemnifying Party to control the defense and settlement. The indemnifying Party may not settle a claim in a way that admits fault by or imposes obligations on the indemnified Party without that Party's prior written consent.

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15. Limitation of Liability

Neither Party will be liable to the other for indirect, incidental, special, punitive, or consequential damages arising from this Agreement, including lost profits, lost revenue, or loss of business opportunity.

Except for payment obligations, confidentiality obligations, intellectual-property obligations, fraud, willful misconduct, or indemnification duties, each Party's total liability arising from this Agreement will not exceed the total fees paid or payable to Manager _____ months immediately preceding the event giving rise to the claim.

16. Termination

Either Party may terminate this Agreement without cause by giving _____ days' written notice to the other Party.

Either Party may terminate this Agreement immediately by written notice if the other Party materially breaches this Agreement and does not correct the breach within _____ days after receiving written notice describing the breach.

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Upon termination:

- Client will pay Manager for all Management Services properly performed and approved expenses incurred through the termination date;
- Manager will return or securely destroy Client confidential information, subject to legal record-retention requirements;
- Manager will deliver completed and paid-for work product to Client; and
- clauses that by their nature should continue after termination, including Confidentiality, Intellectual Property and Work Product, Indemnification, Limitation of Liability, and Governing Law and Dispute Resolution, will remain in effect.

17. Notices

All notices under this Agreement must be in writing and delivered by personal delivery, recognized courier service, certified mail, or email with confirmation of receipt.

Notices must be sent to the addresses indicated in the first page of this Agreement, or to any updated address provided in writing.

18. Assignment

Neither Party may assign or transfer this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement as part of a merger, acquisition, sale of substantially all assets, or internal reorganization, provided the successor agrees in writing to perform the assigning Party's obligations.

19. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to rules that would apply another jurisdiction's laws.

The Parties will first attempt in good faith to resolve any dispute through direct discussions between authorized representatives. If the dispute is not resolved within _____ days, either Party may pursue available legal remedies in the courts located in _____, and each Party consents to those courts' jurisdiction.

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20. General Terms

This Agreement is the entire agreement between the Parties regarding the Management Services and replaces all prior discussions, proposals, and agreements relating to the same subject.

Any amendment must be in writing and signed by both Parties. A waiver is effective only if made in writing by the Party granting it.

If any provision of this Agreement is found unenforceable, the remaining provisions will continue in effect, and the unenforceable provision will be interpreted as closely as possible to its intended purpose.

This Agreement may be signed electronically and in separate counterparts, each of which will be treated as an original and together will form one agreement.

Signatures

By signing below, the Parties agree to be bound by this Agreement.

Manager

Name

Date

Signature

Client

Name

Date

Signature

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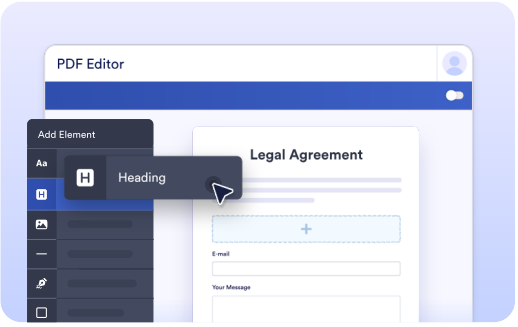
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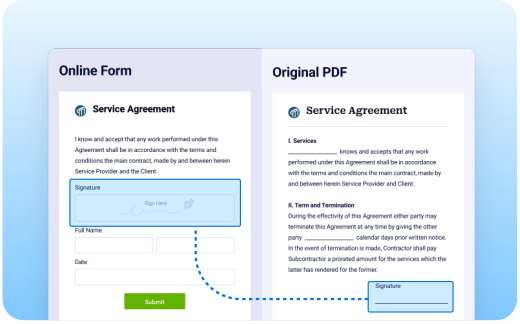
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