Diane Burns Employment Agreement

This Employment Agreement (the “Agreement”) is made as of this [date], by and between [Company], a [state] corporation (the “Company”), and Diane Burns (the “Employee”).

1. Term. The term of this Agreement shall begin on the Effective Date (defined below) and will continue until [date], or until earlier terminated in accordance with the terms of this Agreement.
2. Position and Duties. The Company hereby employs the Employee in the capacity of Chief Executive Officer (“CEO”). The Employee shall have the duties and responsibilities that are normally associated with the position of CEO, including those described in Exhibit A (“Duties”). The Employee shall perform his/her duties diligently, faithfully, and to the best of his/her ability.
3. Compensation. The Company shall pay the Employee an annual salary of [amount], payable in accordance with the Company’s regular payroll practices.
4. Benefits. The Company shall provide the Employee with benefits and perquisites as described in Exhibit B.
5. Termination.
   1. The Employee or the Company may terminate this Agreement at any time, with or without cause, upon written notice to the other party.
   2. If the Employee is terminated without cause, the Company shall pay the Employee a severance equal to [amount] plus any unpaid salary and expenses through the termination date.
   3. If the Employee is terminated for cause, the Company shall not be obligated to pay any severance or other compensation to the Employee.
6. Miscellaneous.
   1. This Agreement may be amended only by an instrument in writing signed by both parties.
   2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
   3. This Agreement shall be governed by the laws of the State of [state].

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

[Company] By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Employee] By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A: Duties

The Employee shall have the following duties and responsibilities:

1. Setting and implementing the strategic direction for the Company, with the advice of the Board of Directors.
2. Overseeing the overall performance of the Company and ensuring that all departments are properly managed.
3. Providing leadership to the staff and ensuring that all operations are performed efficiently and in accordance with the Company’s policies and procedures.
4. Representing the Company with external stakeholders, such as customers, suppliers, and other partners.
5. Ensuring that the Company is in compliance with all applicable laws and regulations.
6. Working with the Board of Directors to develop and implement short- and long-term plans. Preparing and presenting reports to the Board of Directors and other stakeholders.
7. Developing and managing budgets, forecasts, and plans.
8. Creating and managing the Company’s financial and operational policies.
9. Other duties and responsibilities as assigned by the Board of Directors.

Exhibit B: Benefits and Perquisites

1. Medical and dental insurance coverage
2. Participation in the Company’s retirement plan
3. Vacation and sick leave
4. Bonuses and other incentive plans
5. Company-provided vehicle
6. Company-paid cell phone and laptop
7. Opportunities for professional development and education
8. Other benefits and perquisites as determined by the Board of Directors.