**Management Agreement of**

A Limited Liability Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Limited Liability Company, (hereinafter referred to as the “Limited Liability Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Manager”) hereby enter into this Management Agreement, and agree as follows:

Manager agrees to perform the following services in its capacity as manager of the Limited Liability Company:

All of the responsibilities of the Manager are outlined in the Limited Liability Company’s Operating Agreement, as well as any other such services necessary to conduct the day to day activities and operations of the Limited Liability Company under all applicable Local, State and Federal regulations, statutes and laws.

The Limited Liability Company agrees that in consideration of the performance of the above listed services, it will renumerate the Manager at the following rate:

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

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

ADDITIONAL TERMS

This agreement shall commence and be in effect on the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and shall continue in effect until such time as one or the other parties to the agreement terminates the agreement according to the provisions contained herein.

This agreement may be terminated, without cause, upon thirty days notice, by either party to the other party.

This is an agreement for services as specified above, and according to the terms and conditions herein. The Limited Liability Company does not hereby agree to provide any other remuneration, than that specifically stated herein. Specifically, the Limited Liability Company does not agree to provide any other benefits, services, payments, or compensation such as, but not limited to, unemployment insurance, health insurance, or worker’s compensation insurance to the Manager.

The parties hereby agree that the Manager shall provide all materials, tools, etc. as might be necessary for the execution of its duties and responsibilities as manager.

The Manager agrees to provide the Limited Liability Company with such evidence as will legally establish the Manager’s capacity to enter this Agreement. Such evidence shall be in the form of a Corporate Resolution authorizing such principals of the corporation, named herein above as the party of the second part, as may be necessary, to enter into and undertake to comply with the terms and conditions of this Agreement, in the capacity of Manager for the Limited Liability Company.

The Manager hereby agrees, as part of its duties as such, that it shall be responsible for remitting payment from the funds of the Limited Liability Company for all Federal, State, and Local income taxes as might be incurred by the Limited Liability Company.

This agreement constitutes the full and complete understanding of the parties as to their joint relationship as herein defined. This Agreement may not be changed or otherwise amended except in writing and by consent of the parties hereto.

DATED, this 1st day of , 20\_\_\_

Approved: President of

Manager of

Approved: President of

Manager of