

MANAGEMENT AGREEMENT

Location: _____ Date: _____

Parties:

Manager Name: _____

Manager Address: _____

Client Name: _____

Client Address: _____

1. Appointment and Services:

The Client hereby appoints the Manager to provide management services for the property/business described herein, and the Manager accepts such appointment subject to the terms and conditions set forth in this Agreement.

2. Term:

This Agreement shall commence on the date hereof and shall continue until terminated in accordance with the provisions set forth herein.

3. Manager's Duties:

The Manager shall perform all duties customarily associated with management services including, but not limited to, overseeing daily operations, maintenance, financial management, and reporting to the Client as required. The Manager shall act with due care, skill, and diligence in accordance with good industry practice.

4. Client's Duties:

The Client shall provide the Manager with all necessary authority, information, and resources to perform the management services and shall cooperate fully in the execution of this Agreement.

5. Fees and Payment:

The Client agrees to pay the Manager the fees specified in Schedule A attached hereto. Payments shall be made promptly in accordance with the invoicing terms set forth by the Manager.

6. Expenses:

The Client shall reimburse the Manager for all reasonable expenses incurred in the performance of services under this Agreement, provided that such expenses have been approved in advance by the Client.

7. Liability and Indemnity:

The Manager shall not be liable for any loss or damage to the Client except where caused by the Manager's gross negligence or wilful misconduct. The Client agrees to indemnify and hold harmless the Manager from any claims

arising out of the Manager's performance of this Agreement except to the extent caused by the Manager's gross negligence or wilful misconduct.

8. Confidentiality:

Both parties agree to keep confidential any information obtained during the course of this Agreement and not to disclose such information to any third party without the prior written consent of the other party, except as required by law.

9. Termination:

Either party may terminate this Agreement by giving not less than thirty (30) days' written notice to the other party. Termination shall not affect any rights or obligations accrued prior to termination.

10. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute arising out of or in connection with this Agreement.

11. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to its subject matter.

12. Amendments:

No amendment to this Agreement shall be effective unless it is in writing and signed by both parties.

13. Notices:

All notices under this Agreement shall be in writing and delivered personally, sent by pre-paid post, or email to the addresses specified herein or such other address as either party may notify to the other.

14. Severability:

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

MANAGER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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