

MARKETING MANAGER EMPLOYMENT AGREEMENT

Company Location: _____ Effective Date: _____

Parties:

Employer (Company Name): _____

Address: _____

Employee (Marketing Manager): _____

Address: _____

1. Position and Duties

Employer hereby employs Employee as Marketing Manager. Employee agrees to perform diligently all duties customary to this position and as reasonably assigned by Employer, including but not limited to marketing strategy development, campaign management, and team leadership. Employee shall devote full working time and attention to Employer's business.

2. Term of Employment

The term of employment shall commence as set forth above and shall continue until terminated by either party in accordance with the provisions of this Agreement. No fixed term is established unless otherwise agreed in writing.

3. Compensation

Employer shall pay Employee a salary as agreed upon by the parties, payable in accordance with Employer's standard payroll practices. Employee may be eligible for bonuses or other incentives at Employer's sole discretion.

4. Benefits

Employee shall be entitled to participate in any employee benefit plans or programs currently or hereafter maintained by Employer, subject to the terms and conditions of such plans and Employer policies.

5. Confidentiality

Employee acknowledges that in the course of employment, Employee will have access to confidential and proprietary information of Employer. Employee agrees to maintain the confidentiality of such information during and after termination of employment.

6. Non-Competition and Non-Solicitation

During the term of employment and for a period of twelve (12) months following termination, Employee shall not directly or indirectly engage in any business competitive with Employer nor solicit Employer's clients, customers, or employees, except as permitted by applicable law.

7. Termination

Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. Employer may terminate immediately for cause including but not limited to breach of this Agreement, misconduct, or violation of law.

8. Return of Property

Upon termination of employment, Employee shall promptly return to Employer all property, documents, and materials belonging to Employer, including electronic files and devices.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts located within _____ County, _____.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written. No amendment or modification shall be effective unless in writing and signed by both parties.

11. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

12. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by verified electronic transmission to the addresses set forth above or to such other address as a party may designate by notice.

13. Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. Waivers must be in writing and signed by the waiving party.

14. Counterparts; Electronic Signatures

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. Electronic signatures shall be deemed valid and binding.

EMPLOYER'S SIGNATURE

EMPLOYEE'S SIGNATURE

Signature: _____

Signature: _____

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