

MANAGEMENT AGREEMENT

This agreement is entered into this 1st day of January 2007, by and between [REDACTED], a non-profit corporation chartered under the laws of the state of Tennessee (“Center”) and the Children’s Home-Chambliss Shelter, a non-profit corporation chartered under the law of the state of Tennessee (“Home”).

WHEREAS, Center desires to engage the management services of the Home to perform certain duties for and on its behalf as more specifically set forth below, and

WHEREAS, Home has agreed to provide the management services set forth herein to and on behalf of Center in consideration for the compensation set forth in this agreement.

THE PARTIES AGREE AS FOLLOWS:

Management Duties of Home

1. Home will oversee and manage the day-to-day operation of the Center’s programs and oversee Center’s compliance with regulatory requirements and standards.
2. Home will be responsible for the hiring and dismissal of all of the staff that perform services at Center’s location.
3. Home will advise and consult with Center’s Board of Directors in setting Center staff salary and benefits packages, but the responsibility for payment of salaries and benefits will remain the sole responsibility of the Center.
4. Home will provide accounting services to Center and, on behalf of Center, collect and post receivables and all payables. In that regard, Center will prioritize payables due by Center and prioritize and pay from Center’s funds. If, at the time a payable is due to one of Center’s providers, and it is determined that Center does not have enough money to pay when due, Home will be responsible to negotiate with the provider for terms and advise the Center’s Board of Directors of the problem and the Home’s proposed plan of action. In no event is Home responsible for the payment of Center’s obligations when Center’s funds are insufficient.
5. Home will have control over Center’s accounts and by this agreement, Center does hereby expressly authorize Home to accept and deposit Center receivables and negotiate checks on its behalf.
6. Home, its personnel and staff will advise and consult with Center’s Board of Directors and staff regarding the generation of income fees by the Center in

order to promote and deliver services the Center provides. In that regard, Home will advise and consult with Center in connection with the establishment and collection of fees for services, establish and implement policies for the termination of services for non-paying clients of the Center, and determine the policies for the Center regarding the collection of fees from non-paying clients.

7. Home, its personnel and staff, will advise and consult with Center's Board of Directors and staff in establishing and maintaining a monthly budget for the operations of the Center and provide technical assistance to the Center's Board of Directors in formulating and establishing an annual budget for the Center's operations.
8. Center is responsible for obtaining additional funds through grants, program and special events. Home is not responsible for the success or failure of any applications for grants. The success or failure of any programs or special events designed to provide additional funds to the Center is the sole responsibility of the Center.

MANAGEMENT FEES

9. The consideration in the form of management fees to be paid by the Center to the Home for the management services and expertise under this agreement is [REDACTED] annually, payable in equal monthly installments beginning 1/1/2007 and continuing on the 30th day of each month.

TERMINATION OF CONTRACT

10. This agreement may be terminated at any time by written agreement of both parties.
11. If Center desires to terminate this Management Agreement, it may do so by giving thirty (30) days written notice to the President/CEO of Home of its intent to terminate. Termination of the agreement by the Center does not relieve it of any unpaid management fees or advances.
12. If Home desires to terminate for any reason other than non-payment of management fees, it may do so by giving thirty (30) days written notice of its intent to terminate to Center's Board of Directors mailed or delivered to Center's principal place of business or to the home address of Center's Board chairperson.
13. Home may terminate this agreement for non-payment of fees in accordance with the following procedure:

- a. Home will review on a quarterly basis (April, July, October and January of each year) the status of the monthly payments being made by the Center for quarters ending March, June, September and December under the terms of this agreement.
- b. If, at the end of any given quarter, it is determined that Center is delinquent in its payment for management services during that quarter, written notice of default will be given to the Center of the default and demand will be made to bring payments current.
- c. If, at the end of the following quarter, Center is still delinquent, written notice will be sent to the Center by the Home of its intent to terminate management services under the term of this contract ninety (90) days from the date of the written notice.
- d. At the end of the ninety (90) day notice period (provided for in subparagraph c. above) if the Center is still delinquent, Home may immediately terminate management services under this agreement without further notice. If during this last notice period, the delinquent payments are brought current, the contract will be automatically reinstated.

AMENDMENTS

14. This agreement may not be amended or modified except in writing signed by both parties.

NOTICES

15. All notices required or given under terms of this agreement will be delivered or mailed to the parties as follows:

To Home: Children's Home-Chambliss Shelter
315 Gillespie Road
Chattanooga, TN 37411

To Center:

Chattanooga, TN 37401

RENEWAL

16. This agreement terminates at the end of the current calendar year and is subject to renewal upon review and approval of the Board Contract Committee of the Home.

GOVERNING LAW

17. This agreement is governed by and will be interpreted under the laws of the State of Tennessee.

Center hereby releases and indemnifies and holds harmless Home, its directors, officers and employees from any and all claims, losses, liabilities, damages (including, without limitation, consequential, special, incidental, and punitive damages), costs, and expenses, that may be incurred by Center in connection with Home's services under this Agreement, including negligence.

This Agreement is entered into this the 19th day of July 2007.

Children's Home-Chambliss Shelter



By: _____

By: _____