

NAME OF, LLC

XXX

(name of employee)

EMPLOYMENT AGREEMENT

This Agreement is dated this ____ day of _____, 20__ by and between XXX ("XXX") and Name of, LLC ("THE LLC"), and is hereinafter referred to as the "Agreement."

I - RECITALS

A. THE LLC desires to enter into an agreement with XXX wherein XXX will serve as _____ of THE LLC.

B. THE LLC and XXX have reviewed this Agreement and any documents delivered pursuant hereto and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement.

C. Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto.

II - AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Job or Task Description:** XXX will have the following duties and responsibilities: (include title of job(s) or officer position(s)) and list of tasks included, benchmarks for achievement, etc. as needed. Also film credit if applicable.

2. **Term:** The term of this Agreement is for a period of _____ (years or months or upon completion of something) from the date first written above.

3. Compensation:

a. **Membership Interests:** if applicable, we can add unit grants and/or options.

b. **Cash:** XXX will be paid a monthly _____ or weekly _____ salary (check one) of \$_____, payable as follows:

Reasonable, periodic bonuses may be paid in the discretion of THE LLC. THE LLC may alter the monthly salary above as reasonable circumstances warrant.

c. Expenses: THE LLC will pay the reasonable costs and expenses of XXX directly related to his/her performance of his/her position or tasks herein, provided that such expenses are submitted to THE LLC and approved in advance.

d. Employee: Unless otherwise indicated below, XXX will be an employee of the company, which will be responsible for withholding applicable taxes.

e. Benefits: Other non-cash benefits, if any, will be supplied by THE LLC to XXX as negotiated by the parties (if and when funds are available for any such use).

4. Confidentiality.

- a. This Agreement.** The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.
- b. Proprietary Information.** XXX agrees and acknowledges that during the course of this agreement in the performance of his or her duties and responsibilities that he/she will come into possession or knowledge of information of a confidential nature and/or proprietary information of THE LLC.

Such confidential and/or proprietary information includes but is not limited to the following of THE LLC, its agents, contractors, employees and all affiliates: company and/or financial information and records of THE LLC or any client, customer or associate of THE LLC; information regarding artists or others under contract, or in contact with, THE LLC; customer information; client information; member information; business contacts, investor leads and contacts; employee information; documents regarding THE LLC's website and/or Business Plan and any LLC product, including intellectual property.

XXX represents and warrants to THE LLC that he/she will not divulge confidential, proprietary information of THE LLC to anyone or anything without the advance, express consent of THE LLC, and further will not use any proprietary information of THE LLC for his/her or anyone else's gain or advantage during and after the term of this Agreement.

5. Further Representations and Warranties. XXX acknowledges that this is a full time _____ or part time _____ position (check one) and represents that he/she will perform all his/her duties and functions herein in a timely, competent and professional manner. XXX represents and warrants that he/she will be fair in his/her dealing with THE LLC and will not knowingly do anything against the interests of THE LLC.

6. Survival of Warranties and Representations: The parties hereto agree that all warranties and representations of the parties survive the closing of this transaction.

7. Termination. This agreement is expressly “at will.” It can be terminated by THE LLC at any time, with or without notice, cause or reason. Upon any such termination, XXX is entitled to all compensation earned up until the termination effective date.

III - MISCELLANEOUS PROVISIONS

1. Expenses: Each party shall bear its respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. Indemnification: Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. Notices: All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

XXX:

THE LLC:

4. Breach: Unless otherwise provided herein, in the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. Assignment: This Agreement is assignable only with the written permission of THE LLC.

6. Amendment: This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

7. Interpretation: This Agreement shall be interpreted as if jointly drafted by the parties. It shall be governed by the laws of the State of California applicable to contracts made to be performed entirely therein.

8. Enforcement: If the parties cannot settle a dispute between them in a timely fashion, either party may file for arbitration within Los Angeles County, California. Arbitration shall be governed by the rules of ADR Services, Inc. The arbitrator(s) may award reasonable attorneys fees and costs to the prevailing party. Either party may apply for injunctive relief or enforcement of an arbitration decision in a court of competent jurisdiction within Los Angeles County, California.

9. 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 agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

XXX

NAME OF, LLC

By:

Manager