

CONTRACT OF EMPLOYMENT OF BRANCH MANAGER

This agreement made this ____ day of _____, 19____, by and between the _____ Music Stores, a corporation organized under the laws of the state of _____, party of the first part, and _____, _____, party of the second part, witnesseth:

The party of the first part agrees to and does hereby employ the party of the second part for a period of _____ years from the _____ day of _____, 19____, as _____ manager of its music stores, agencies and music departments controlled or operated by it, or which may hereafter be controlled, or operated by it, at a salary of _____ (\$_____) dollars for the first year and _____ (\$_____) dollars for the second year, payable in weekly instalments at the end of each and every week during which the party of the second part is actually engaged in the services of the party of the first part.

The party of the second part hereby accepts said employment during said period and agrees to perform the services required of him as _____ manager, to the satisfaction of the party of the first part, and to devote all his working time, labor and skill, and give his attendance and best endeavors to the business of the party of the first part, and to the utmost of his skill and power exert himself for the interest, profit, benefit and advantage of said business as _____ manager thereof.

The said party of the second part shall not make or enter into any contract, order or obligation of any kind in the name or in behalf of the party of the first part without its previous written authorization.

The party of the first part agrees to reimburse the party of the second part for traveling expenses necessarily expended while traveling in the service of the party of the first part, said traveling expenses not to exceed _____ (\$_____) dollars in any one week, however.

The party of the second part agrees during the term of this contract not to engage his time or attention, or be interested, directly or indirectly, in any other business, nor to compose, write or publish or cause to be published any musical composition, or the words or music thereof, in his own name or that of any other, or to acquire any interest in any composition.

The party of the first part shall have the right to renew this agreement at the expiration thereof for a further period of _____ years in consideration of the sum of _____ (\$_____) dollars to be paid upon the renewal of said agreement to said party of the second part, upon the party of the first part giving to the party of the second

part a written notice of its intention to renew the same _____ months prior to the expiration thereof, and upon the giving of such notice, this agreement and every clause and covenant thereof shall be extended for a further period of _____ years except that the party of the second part shall be entitled to receive a salary of _____ (\$ _____) dollars a year during the first year of the extended term, _____ (\$ _____) dollars and _____ (\$ _____) dollars during the second and third years respectively.

It is expressly understood that part of the duties of the party of the second part is to secure departments and stores for the party of the first part and to organize, supervise, operate and take charge of the music departments and stores of the party of the first part in different parts of the United States and Canada as directed by the party of the first part, and the party of the first part may require him to perform such services at any time and place.

In Witness Whereof, the party of the first part has caused these presents to be signed in its name by _____, its vice-president, and its corporate seal to be affixed, and the party of the second part has set his hand and seal the day and year first above written.

(From American Music Stores v. Kussel, 232 Fed. 306, L. R. A. 1916F, 882)