

EMPLOYMENT AGREEMENT

Agreement made, effective as of May 28, 2003, by and between Main Street____, Inc. under the laws of the State of Ohio, with a place of business at _____, _____, Ohio _____, hereinafter referred to as "EMPLOYER," and _____, of _____, hereinafter referred to as "EMPLOYEE."

The parties recite and declare:

A. Employer is engaged in the business of facilitating the downtown redevelopment of _____, Ohio; promoting the resurgence of the small businesses in that area; attracting the general public to frequent the downtown area, and patronize the businesses located therein; and maintains its office at _____, _____, Ohio _____.

B. Employee has been engaged in and has had a great deal of experience in similar activities.

C. Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms, covenants, and conditions set forth in this Agreement.

For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, Employer and Employee agree as follows:

Section One - Employment

A. Employer hereby employs, engages, and hires Employee as "Project Director," with responsibility to Employer for implementing and accomplishing the mission, goals, and objectives of the Employer, including policies as may be established from time to time by its Board of Directors and for coordinating all program and project activities in pursuance thereof, including, but not limited to, promotion and special events, membership, safety, long and short term planning, and community and governmental relations; and Employee hereby accepts and agrees to such hiring, engagement, and employment, subject to the general supervision and pursuant to the orders, advice, and direction of Employer.

B. Employee shall perform such other duties as are customarily performed by one holding such position in other, same, or similar enterprises as that engaged in by Employer, and shall also additionally render such other and unrelated services and duties as may be assigned to her from time to time by Employer.

Section Two - Bests Efforts of Employer

Employee agrees that she will at all times faithfully, industriously, and to the best of her ability, experience, and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of Employer. Such duties shall be rendered at _____ Avenue, _____, Ohio, and at such other place or places as Employer shall in good faith require or as the interest, needs, business, or opportunity of Employer shall require.

In pursuant thereof, and not by way of limitation, Employee agrees that she will be responsible to the Employer's Board of Directors. She will act as the principle on-site staff person for the day to day operation of the Employer's enterprise, implementation of the Employer's agreement with the City of _____, coordinating all program and project activities, as well as representing Employer at city council meetings and other functions. Employee will become thoroughly familiar with Employer's contract with the City of _____, will develop a comprehensive revitalization plan for downtown _____, Ohio, will become thoroughly familiar with all persons and groups involved with downtown _____, and will develop strategies for maximizing Employer's and its members' exposure to consumers in the greater _____ area, and beyond.

Employee shall develop a close partnership with merchants and businesses affiliated with Employer, and other affected organizations. Recognizing that the retail sector will be the cornerstone of the success of the Employer's enterprise, she will make herself aware of the needs, concerns and feelings of the retail community, and will develop and direct various retail promotional activities emphasizing retail participation. She will be responsible for the development and implementation of retail and business recruitment and retention programs and the establishment of a marketing plan. She will, likewise, maintain close working relationships with the private sector in maximizing development and investment opportunities in the Employer's enterprise, and will develop and arrange for distribution of promotional materials.

Employee shall be responsible for the definition of realistic long and short-term goals and objectives for Employer's organization, and shall develop, implement and manage a comprehensive organizational structure involving programs, services and resources, for the use and benefit of Employer's membership and related organizations.

Employee shall be responsible for negotiation of contracts and agreements subject to approval of the Board of Directors, budget formulation and management, office management and personnel administration. She will prepare and submit all reports to the Board of Directors concerning operations, and will be responsible for assuring that operations, programs and activities are carried out according to federal, state and local laws, rules and regulations. Employee will also perform other related duties as may be assigned from time to time by the Employer's Board of Directors.

Section Three - Term of Employment

This agreement shall constitute an “employment at will.”

Section Four - Compensation of Employee

Employer shall pay Employee, and Employee shall accept from Employer, in full payment for Employee’s services under this agreement, compensation at the rate of \$X per year, payable twice a month on the first and fifteenth days of each month while this agreement shall be in force. This rate of pay will allow employee to seek and underwrite her own medical insurance coverage.

Employer shall reimburse Employee for all necessary expenses incurred by Employee while traveling pursuant to Employer’s directions. Mileage shall be reimbursed at the rate of thirty-two (\$.34) cents per mile for all business related travel, excluding commuting between Employee’s home and Employer’s office.

This compensation level will be reviewed on the first year anniversary of this agreement, and each year hereafter that anniversary.

Section Five - Other Employment

Except as otherwise set forth herein, Employee shall devote all of her time, attention, knowledge, and skills solely to the business and interest of Employer, and Employer shall be entitled to all of the benefits, profits, or other issues arising from or incident to all work, services, and advice of Employee, and Employee shall not, during the term of this agreement, be interested directly or indirectly, in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other business; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of Employee to invest any of her money in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent Employee from investing or limit Employee’s rights to invest her money in real estate.

Section Six - Recommendations for Improving Operations

Employee shall make available to Employer all information of which Employee shall have any knowledge and shall make all suggestions and recommendations that will be of mutual benefit to Employer and Employee.

Section Seven - Employee's Inability to Contract for Employer

In spite of anything contained in this agreement to the contrary, Employee shall not have the right to make any contracts or commitments for or on behalf of Employer without first obtaining the express written consent of the Board of Directors.

Section Eight - Agreements Outside of Contract

This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that she or it has relied on her or its own judgment in entering into this agreement. The parties further acknowledge that, except for representations specifically set forth in this agreement, any representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with her or its dealings with the other.

Section Nine - Vacation, Personal and Sick Days, Holidays

Employee shall be entitled to ten (10) days of paid vacation each year during the term of this agreement, the time for such vacation to be determined by mutual agreement between Employer and Employee. During the first year of employment, Employee may take one (1) week after six (6) months of employment and take the second week after Employee's first anniversary date.

Employee shall be entitled to a reasonable amount of personal and sick day allowance.

Employer and Employee recognize the six standard holidays of New Year's Day, Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, provided, however, that Employee's participation in community during parades and ceremonies on Memorial Day and Independence Day is expected as a condition to Employee's employment by Employer.

Section Ten - Employee Representations

Employee hereby specifically represents that the information contained in the resume provided to Employer, a copy of which is appended hereto as "Exhibit A," is factual and accurate in all respects. Employee likewise represents that she is qualified for the position covered by this agreement.

Section Eleven - Modification of Agreement

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Section Twelve - Termination

A. This agreement may be terminated by either party. If terminated without cause, the terminating party is hereby required to provide fourteen (14) days written notice to the other. If Employer shall so terminate this agreement, Employee shall be entitled to compensation for time not actually worked up to ten (10) working days, together with all accrued vacation time and other compensation as set forth herein.

B. In the event of any violation by employee of any of the terms of this agreement, Employer may terminate employment without notice and with compensation to Employee only to the date of such termination.

C. It is further agreed that any breach or evasion of any of the terms of this agreement by either party will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and/or specific performance as well as to all other legal or equitable remedies to which such injured party may be entitled under this agreement.

Section Fourteen - Effect of Partial Invalidity

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section Fifteen - Choice of Law

It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Ohio and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Section Sixteen –No Waiver

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section Seventeen -Paragraph Headings

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at _____, Ohio, this Twenty-eighth day of May 2003.

President - Main Street _____, Inc.

Project Director