

Employee Agreement [with required Addendums]

Employee Information

Employee/Resident (printed name): _____
Work Location: _____
Housing Location: _____ **Move In Date:** _____
Initial Monthly Rent: \$ _____ **Discounted Amount:** _____%; (\$ _____)
Remaining Monthly Amount Due: \$ _____

This Employee License Agreement is entered into by and between _____ (“Employer/Landlord”) and the above full-time Employee/Resident. Employer/Landlord shall provide Employee/Resident a temporary and revocable license to occupy the Subject Premises as a benefit, and/or condition of employment. The license shall be revoked upon termination of Employee/Resident’s employment with Employer/Landlord, at which time Employee/Resident shall vacate and turnover possession of the Subject Premises within _____ hours/days.

Employee/Resident agrees that, except as set forth herein, he/she is responsible for the timely payment of rent, utilities and all other costs associated with the Subject Premises during his/her occupancy. Nothing in this Agreement shall be construed as a limitation on Employer/Landlord’s right and ability to increase, modify and/or amend the monthly charges for rent and any other expenses pursuant to the Lease Agreement and in compliance with applicable laws. In addition, payment of utilities and all other costs associated with the Subject Premises must be paid in a timely manner directly by the Employee/Resident during his/her occupancy. If Employee/Resident is on an unpaid leave of absence and/or is not receiving a regular paycheck, responsibility for all costs associated with Subject Premises, including rent, must be paid directly by the Employee/Resident in a timely manner. If Employee/Resident’s employment terminates mid-month, all final rent and other costs associated with Subject Premises that are still due will be deducted from the Employee/Resident’s final paycheck.

Any outstanding amounts not deducted, but still due, will be the Employee/Resident’s responsibility to pay forthwith. Employee/Resident acknowledges that he/she has read, and agrees to comply with, all terms, obligations, rules and regulations of the Apartment Community, including, but not limited to, the Lease Agreement concerning the Subject Premises, which are incorporated by reference as though fully set forth herein (collectively “Conditions of Occupancy”). Failure to comply with the Conditions of Occupancy shall constitute grounds for termination of this Agreement and any accompanying discounts or allowances.

Employee/Resident understands and acknowledges that, under IRS regulations; a discount of 20% or less is non-taxable and is not reported as part of the employee’s compensation.

If hours required to carry out assigned duties should exceed _____ hours in any workday or _____ hours in any workweek, Employee shall notify Employer prior to performing such services and obtain consent therefore, except in an emergency, when Employee shall notify Employer of additional hours worked within 48 hours. Employee acknowledges and agrees that compensation shall only be afforded for the actual time spent carrying out official assigned duties.

Duties assigned to Employee are those shown on Job Description, which is incorporated into this Agreement, and which shall be subject to review within _____-days of the signing of this Agreement and annually thereafter.

Employee shall have days off as designated by Employer.

Hours of Work shall mean that time actually spent in the performance of the work described herein, or of such other work as specifically required by Employer. Hours of work shall not include any time between the times when Employee is actually performing such duties (even though Employee’s resident is on the premises) nor any time spent by Employee in personal affairs. It is understood that the nature

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of the management of apartment buildings is such that hours of work will vary from day to day due to unpredictable circumstances. All requests for makeup work shall be in writing. Employee shall record excess hours worked in carrying out assigned duties.

Employee acknowledges that the employment is at will and may be terminated at any time with or without cause. Any violation of applicable State or Federal Law [including Fair Housing Laws] by Employee is cause for immediate termination.

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this Agreement, the parties agree that the reasonable attorney's fees to be awarded shall not exceed \$_____ to the prevailing party in any action or proceeding.

If any portion of this Agreement shall be deemed by a court of competent jurisdiction to be unenforceable, the remaining portions shall be valid and enforceable. Each party to this Agreement agrees, represents, and warrants that in executing this document it does so with full knowledge of the rights it may have in respect to the other parties to this Agreement, and that it has received, or had the opportunity to receive, independent legal advice as to these rights and the consequences of this Agreement.

The parties hereto represent and acknowledge that in executing this Agreement they do not rely upon and have not relied upon any representation or statement made by the other party or by the agents, attorneys or representatives of the other party with regard to the subject matter of this Agreement, or its basis, or the effects of this Agreement other than those representations specifically set forth in this written document.

This Agreement sets forth the entire agreement between the parties hereto and supersedes all prior agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

Employee/Resident: _____ **Dated:** _____