**[COMPANY NAME]**

**Resident Employee Employment Agreement**

THIS AGREEMENT, made and entered into this day of , 20 by and between [COMPANY NAME], Agent for the Owner of the [PROPERTY NAME] Apartments, herinafter referred to as Employer, and \_ , herinafter referred to as Employee.

**WITNESSETH**

Employer has employed Employee at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Apartments, and as part of the consideration for such employment Employer has furnished Employee with an apartment located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Virginia, herinafter referred to as the Apartment. In consideration of said employment and the furnishing of said Apartment, Employee agrees as follows:

**1** That upon termination of the services of Employee, for whatever cause or reason, Employee shall quit and vacate possession of the above Apartment or any other Apartment, managed by Mark Winkler Management, Inc., in which Employee may reside, upon request of Employer or its duly authorized representative, and Employer shall have the right and option to re-enter and take possession of the Apartment forthwith, without process and without any previous demand for possession or notice, Employee hereby expressly understood and agreed that Employees=s right to occupancy is conditioned upon employment in and about the premises.

**2** The Employee shall surrender the Apartment in the like good order in which the Apartment now is ordinary wear and tear and casualties by fire and the elements only excepted (unless caused by the negligence of Employee, in which case Employee shall be liable for the damages). Employee shall be liable to Employer for any waste, abuse or physical damages to the Apartment beyond ordinary wear and tear, and shall promptly pay Employer therefor upon presentation of an itemized bill. Employee shall not paint or permit the painting of any portion of the apartment, not put up contact paper, or erect or cause to be erected any structure in, about or upon the premises, or permit or make structural alterations or changes in and about the said premises, without the prior written consent of Employer.

**3** That in the event Employee fails and/or refuses to surrender possession of the Apartment upon termination of employment, Employer may avail itself of any remedy provided by law for the recovery of possession by a landlord, and in addition may change locks and remove all the Employee=s possessions from the Apartment immediately, with no duty, obligation or liability whatsoever on the part of Employer to provide storage, care of safekeeping for those possessions.

**4** That Employee shall be responsible for and pay to Employer rent for the Apartment from the date of termination of employment until the date possession of the Apartment is returned to Employer, inclusive. Rent shall be in the monthly amount as charged to a new tenant for a similar apartment as of the date of termination of employment, and shall be prorated for any portion of a month when the Employee remains in possession, actual or constructive, of the Apartment, based upon the number of days of possession divided by thirty (30) days, with said result multiplied by the monthly rental rate for the Apartment. The rent shall be due and payable, in advance, on the first day of each month or on the date possession of the Apartment is returned to Employer, whichever occurs first.

**5** That in the event Employer, in its sole, absolute and final discretion, elects to permit Employee to remain in the Apartment for more than thirty (30) days after termination of employment, Employee agrees to execute a standard form month-to-month lease on the Apartment at the monthly rental rate, or such rate as Employer in its sole and absolute discretion, may specify, and to post a security deposit in the amount of one (1) month=s rent.

**6** That Employee, immediately upon termination of employment, shall return to Employer all tools, keys, uniforms, beepers, badges of employment and any and all other evidence of Employee=s relationship with Employer.

**7** The Employer shall have the right in its sole and absolute discretion to deduct from Employee=s last paycheck, monies owed by Employee, and Employer shall furnish Employee with an itemized statement of all such deductions along with the balance due, if any. Deductions may be made for the following:

(a) The cost of any repair or replacement necessitated by any waste, abuse or physical damages to the Apartment

beyond ordinary wear and tear, as set forth above in paragraph numbered 2 of this Agreement;

(b) Any liability for unpaid rent for the Apartment, as set forth above in paragraph numbered 4 of the Agreement;

(c) The replacement cost of any of the items set forth above in paragraph numbered 6 of this Agreement, in the event that Employee fails and/or refuses to return these items to Employer, and

(d) All other appropriate deductions and charges based upon, connected with or resulting from the termination of Employee=s relationship with Employer.

**8** That in the event it becomes necessary for Employer to obtain the services of any attorney in connection with any breach of any obligations herein set forth on the part of Employee, Employee covenants and agrees to pay the attorney=s fees as follows:

if for collection of unpaid rent or other money owed under this Agreement, the fees shall be either twenty-five percent (25%) of the amount due or a minimum no less than Fifty Dollars ($50.00); if for enforcement of any other obligation by Employee as agreed in this Resident Employee Employment Agreement, then such attorney=s fees shall be such reasonable fees as are charged by the attorney or as set by a Court of competent jurisdiction. Employee agrees, in addition, to pay all costs of sheriff=s notices, writs and all Court costs incurred in the event legal proceedings are instituted. Fees and costs incurred shall be paid by Employee whether or not legal proceedings have been filed in a Court of competent jurisdiction.

WITNESS the following signatures and seals on the day and year first hereinabove written.

ATTEST: [COMPANY NAME]

Agent or Owner

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Employer

WITNESS:

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Employee

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