



# RESIDENT MANAGER AGREEMENT

Prepared by: Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Broker \_\_\_\_\_ Email \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

Items left blank or unchecked are not applicable.

## 1. RETAINER PERIOD:

- 1.1 Employer hereby employs \_\_\_\_\_, as the Employee,
- 1.2 as Resident Manager of the rental property commonly referred to as \_\_\_\_\_
- 1.3 located at \_\_\_\_\_ in \_\_\_\_\_, California,
- 1.4 commencing \_\_\_\_\_, 20\_\_\_\_ and continuing until terminated.

## 2. EMPLOYEE AGREES TO:

- 2.1 Collect all rents, security deposits or other charges due Owner and maintain collection records.
- 2.2 Advertise available rental units.
- 2.3 Screen and select tenants.
- 2.4 Show rental units to prospective tenants.
- 2.5 Negotiate, execute or cancel rental or lease agreements with tenants. No lease is to exceed \_\_\_\_\_ months.
- 2.6 Serve three-day notices as needed.
- 2.7 Clean, repair and maintain the rental real estate, inside and outside, as needed to promote the occupancy of the units.
- 2.8 Daily inspect the structure, grounds, parking lots, garages, and vacant units of the rental property for cleanliness and repairs.
- 2.9 Maintain receipt books, key racks and petty cash records in good order.
- 2.10 Conduct all minor maintenance and repairs not exceeding \$ \_\_\_\_\_ in cost. All materials to be purchased out of petty cash.
- 2.11 Contact the material and labor suppliers retained by the Employer to conduct all major repairs and maintenance. Employer to approve all repairs in excess of \$ \_\_\_\_\_.
- 2.12 Notify Employer immediately of any potential hazards to the tenants or property. Should an emergency situation arise placing tenants or property in jeopardy, Employee may immediately take action without further authority from Employer.
- 2.13 Conduct no other business on the premises nor solicit the tenants for any business other than the rental of the property. \_\_\_\_\_.

## 3. BANKING:

- 3.1 Employee will place all rents, security deposits, and other funds received for the benefit of the Owner into an account maintained by Employer with \_\_\_\_\_ at their \_\_\_\_\_ branch.
- 3.2 On depositing funds into the Employer's account, Employee shall deliver to Employer a copy of the bank deposit identifying the itemized deposits by the unit from which they were collected.

## 4. COMPENSATION OF EMPLOYEE AND HOURS WORKED:

- 4.1 As compensation for services, Employee shall be paid a total monthly salary, from all sources, of \$ \_\_\_\_\_.
- 4.2 In part, Employee's salary shall be in the form of possession to rental unit \_\_\_\_\_, which must be occupied as a condition of employment. The rental credit toward the monthly salary is \$ \_\_\_\_\_. The fair monthly rental value of the unit is \$ \_\_\_\_\_. The utilities including gas, electricity, and trash removal  are,  are not, included with the occupancy.

- 4.3 The balance of the Employee's salary shall be paid  monthly,  semi-monthly, on the \_\_\_\_\_ of each calendar month.
- 4.4 Employee will not work more than \_\_\_\_\_ hours per day and \_\_\_\_\_ hours per week.
- 4.5 Employee to have \_\_\_\_\_ days off weekly being the weekdays of \_\_\_\_\_.
- 4.6 Employee agrees to obtain Employer's consent if the hours required to carry out duties exceeds the agreed-to hours.
- 4.7 Employee will notify Employer within 48 hours of additional hours worked in an emergency situation.
- 4.9 Employee acknowledges he is not a tenant, but is an employee for purpose of occupancy of the unit provided for his on-site residency.
- 4.10 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. EMPLOYER AGREES TO:**

- 5.1 Hand Employee all keys and entry codes to the property, and copies of rental and lease agreements with existing tenants.
- 5.2 Provide public liability, property damage and workers' compensation insurance sufficient in amount to protect the Employee and Employer.
- 5.3 Hand to Employee \$\_\_\_\_\_ to be accounted for as petty cash to pay costs incurred in performing Employee's duties, and to replenish this amount on Employee's request.
- 5.4 Withhold all Employee's social security, federal and state income taxes, and disability insurance from cash salary paid.
- 5.5 Pay all federal and state unemployment insurance, workers' compensation and Employer's social security payments.

**6. GENERAL PROVISIONS:**

- 6.1 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.

<p><b>EMPLOYEE:</b></p> <p>I agree to perform on the terms stated above.</p> <p>Date: _____, 20_____</p> <p>Employee: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____</p> <p>Cell: _____</p> <p>Email: _____</p> <p>By: _____</p>	<p><b>EMPLOYER:</b></p> <p>I agree to employ on the terms stated above.</p> <p>Date: _____, 20_____</p> <p>Employer: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____</p> <p>Cell: _____</p> <p>Email: _____</p> <p>By: _____</p>
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