



RESIDENT MANAGER AGREEMENT

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by an owner or property manager when employing a resident manager to oversee the daily management of the owner's rental property, to document the resident manager's non-discretionary administrative duties, hours of work and the manager's occupancy of an apartment unit as part of their compensation.

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 \$500 in cost or \$_____ if Employee holds a contractors license. 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 will 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 will be paid a total monthly salary, from all sources, of \$_____.
- 4.2 In part, Employee's salary will be in the form of possession to rental unit _____, which is to be occupied as a condition of employment. The rental credit toward the monthly salary 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 will 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.

4.8 Employee acknowledges they are not a tenant, but an employee for purpose of occupancy of the unit provided for their on-site residency.

4.9 _____

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.

EMPLOYEE:
I agree to perform on the terms stated above.
Date: _____, 20_____
Employee: _____
Address: _____

Phone: _____
Cell: _____
Email: _____

By: _____

EMPLOYEE:
I agree to employ on the terms stated above.
Date: _____, 20_____
Employee: _____
Address: _____

Phone: _____
Cell: _____
Email: _____

By: _____