

Sample Employment Agreement Contract

THIS AGREEMENT, made this _____ day of _____, 20__ by and between _____ Association, Inc., hereinafter called "Association," and _____ hereinafter called "Manager":

WITNESSETH

WHEREAS, Association is the management entity for the residential community known as the _____ "Community," and

WHEREAS, Association desires to engage the services of Manager for managing the Community:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Association hereby hires, employs, and appoints Manager, and Manager hereby accepts the appointment and employment on the terms and conditions provided for in this agreement.
2. The term of this agreement shall commence on _____, 20__ and shall continue in full force and in effect until _____, 20__. Either party may terminate this agreement at any time without cause, notice, or penalty. The terms of the contract exist to spell out duties, compensation, and responsibility. The Agreement shall automatically continue from year-to-year thereafter under the same terms and conditions, except as to compensation set forth in paragraph three (3) which will be re-negotiated by both parties in good faith.
3. As compensation for his services, Association agrees to pay Manager an annual fee of \$_____ payable biweekly. Manager will be reimbursed for any employment related expenses incurred in the performance of his duties for Association. In addition, the association will pay or reimburse Manager for all license fees, reasonable continuing education course tuition, and reference materials necessary to competently perform the duties and responsibilities provided for in this agreement. All days required to complete any continuing education programs will be considered normal workdays and Manager will be compensated accordingly.
4. It is recognized that the requirements of management cannot always be dictated by the strict observance of set hours each week. Rather, it is in the concept that

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the Manager will do what is required to manage the Community effectively, that no specific hourly requirements are stated in the agreement. It is fully expected that Manager will take compensatory time for his efforts required during peak intervals. Manager shall be entitled to two weeks paid vacation per year; but, said vacation time shall not be taken during the months of October, November, December, January, February, and March without the specific approval of the Board of Administration. The above vacation time will not accrue beyond one year, and the term "use it or lose it" shall apply. Additionally, he or she shall be entitled to all paid Federal holidays, ½ sick day per month of employment cumulative to a maximum of 12 days. Upon termination of employment no compensation for accumulated and unused vacation or sick days will be paid.

5. The Manager will report directly to the president of the Board of Administration, and subject to the policies and guidance of the Board of Administration, he or she shall perform the following duties:
 - a. Manager will provide general administrative and management services to Association and will exercise direct supervision with respect to all matters affecting the cleanliness, upkeep, maintenance, and repair of the Community property.
 - b. Manager will maintain all the books, records and files of Association as set forth and required by the documents of the community and any applicable Florida Statutes.
 - c. Manager will institute such procedures as are necessary and appropriate to ensure communication between the ownership and the Board of Administration, including, but not limited to, newsletters, special notices, bulletins, questionnaires, surveys, etc. Manager will act as the single point of contact to resolve individual owner problems that are within his jurisdiction and authority. Manager will promptly bring to the attention of the Board of Administration items that fall beyond his purview.
 - d. To ensure the highest state of Community maintenance, Manager will make regular property inspections, render reports, and make recommendations concerning its cleanliness and state of repair to the appropriate individual appointed by the board for such matters. Manager will conduct preventative

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maintenance to ensure that the Community is maintained in an "as new" condition as possible within approved budget levels. Manager will maintain a current and updated listing of deferred maintenance items, broken equipment, inoperative systems, etc. This listing is to be forwarded to the Chairman of the above Committee not less than quarterly. Manager will maintain a list of preferred trades persons for reference and use by the owners.

- e. Manager will be responsible for the enforcement of the provisions of the by-laws, rules and regulations of the Community, and such other directives received from the Board of Administration.
- f. Manager will maintain a 24-hour emergency call system. Manager shall prepare and update as necessary, an emergency plan for Tropical Storms/Hurricanes and other emergencies to be approved by the Board of Administration.
- g. Manager will organize the Annual Meeting of the members, all meetings of the Board of Administration, including the preparation and delivery of meeting notices, proper posting, voting certificates, proxies, distribution of minutes prepared by the Secretary, preparing agendas, election of officers and directors.
- h. Under the guidance of the Fiscal Affairs Committee, the Manager will establish an effective accounting system and provide management support for all of the operations of the Community. He or she will assist the Fiscal Affairs Committee in preparing the annual budget designed to reflect anticipated cash flows on a monthly basis, including the setting aside of reserves for future replacements as required by Florida Statutes and the Board of Administration. The budget will be established to illustrate historically expected and recurring receipts and disbursements and will be used for comparison of actual income and expenses against Board-approved budgets. Manager will prepare monthly financial statements in a form approved by the Fiscal Affairs Committee, to be forwarded to that committee not later than the 15th of the following month. He or she will assist the Board appointed CPA in "closing the books" annually in preparation for the annual financial statement and federal, state, and local tax returns.

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- i. Manager will be responsible for the collection of all assessments and will recommend procedures for collection of delinquent accounts which will be submitted monthly to the chairman of the Fiscal Affairs Committee.
 - j. Manager is authorized to make expenditures as provided in the approved annual budget. All non-budget expenditures exceeding an amount to be determined by the Board of Administration, and variations above the approved budget will be made only with the prior approval of the Board of Administration, except in cases of emergency that require prompt action.
 - k. Under the direction of the Fiscal Affairs Committee, Manager will annually review the community insurance program and make recommendations as to soliciting bids for the required insurance coverage from agents who are licensed in Florida. Manager will have the day-to-day responsibility for running the insurance program.
 - l. Manager will be responsible for the operation of a residential rental program for unit owners as set forth by the Board of Administration. Manager shall maintain such financial records and accounts as are customary in the residential rental trade and as required by the applicable Florida Statutes.
 - m. Manager will solicit, analyze, and compare bids, negotiate contracts for execution by the Board of Administration. Manager will supervise the execution of all approved contracts for ground's maintenance, landscaping, accounting, legal services, security, and other contracted services required by the Community.
 - n. Manager will hire, supervise, train and discharge all personnel necessary to operate and maintain the Community consistent with the approved annual budget.
6. Association will indemnify and hold Manager harmless from any liability, damages, losses, costs, or expenses for injury to any person or damage to any property, in, about, or in connection with the Community or management of the rental program from any cause whatsoever, unless such injury is caused by Manager's own gross negligence or willful misconduct. Association will carry the necessary public liability and Worker's Compensation insurance to protect the Manager, its unit owners and employees. Additionally, the association

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sufficient to protect the Board and Manager will pay for errors and omissions coverage.

7. Manager will not be obligated to take any action that might result in any unlawful act.
8. All notices required to be sent shall be deemed to have been properly given and shall be effective when, and if, sent by United States regular mail, postage prepaid, addressed to Association at the current address of record of its President, and to Manager or to such other address as either of the parties may designate in writing.
9. The parties agree the terms and conditions of this agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Witnesses As to "Manager":

Manager

Witnesses As to "Association":

_____ Association

By: _____
Its President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ Manager, who is personally known to me or who has produced a driver's license, passport, or identification card issued by a state

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or a branch of the federal government as identification, and who did (did not) take an oath.

() Notary Public

My Commission Expires:

Commission No.

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ the President of _____

Association, who is personally known to me or who has produced a driver's license, passport, or identification card issued by a state or a branch of the federal government as identification, and who did (did not) take an oath.

() Notary Public

My Commission Expires:

Commission No.