

Employment Agreement Addendum Employee "On Call" Service Unit Agreement

This agreement serves as an addendum to the Employment Agreement dated _____ between Monarch Properties, Inc. (hereinafter-called Employer) and _____ (hereinafter-called Employee).

Whereas, Employer requires that an employee lives in an apartment unit on the job site (property); and, Whereas, Employer offers such position to Employee, and Employee accepts such offer; now therefore, both parties agree as follows:

1. Employee hereby agrees to lease unit # _____ located on the property known as _____, located at _____.
2. As compensation for "on call" services, Employer hereby leases said apartment unit to Employee valued at \$ _____ per month for the discounted amount of \$ _____ per month. Any "actual time" worked by Employee while "on call" must be recorded on Employee's time record for appropriate compensation.
3. Discounted rent stated above shall be due and payable to Employer at the property office, in advance, on the 1st of every month.
4. Employee agrees to perform "on call" services for Employer on weekends and after regular business hours. On call services shall include, but are not limited to the following:
 - Answer telephone calls to the business by way of call forwarding, pager, or cell phone;
 - Perform emergency, after hours maintenance work on property;
 - Act as the courtesy monitor of the property, including reporting of disturbances and illegal acts to the appropriate security and/or police authorities.
 - Conduct oversight of life-safety and emergency situations with regard to residents.
5. During the period of this agreement, Employee agrees to refrain from endangering himself or residents in dangerous or hazardous situations. In such situations, Employee agrees to immediately notify appropriate emergency public authorities and avoid personal confrontations or endangerment.
6. Employee hereby agrees that he/she and all cohabitants and guests will at all times comply with all Resident rules, and to conduct and represent the Employer in a professional manner at all times while on property during residency.
7. Employee agrees that he/she is solely responsible for the conduct and actions of his/her co-habitants and guests; and, that any misconduct or actions by Employee or cohabitants or guests that in the sole discretion of the Employer is considered a violation of the House Rules or is deemed "unprofessional", may at Employer's sole discretion result in immediate termination of this agreement.
8. Because Employee is required to live on property, and is providing "On Call" service, the difference between the "market" rent and the "discounted" rent is not subject to Federal and State income tax; however, since the value is taxable to the Employer, the fair market value or rent discount will be added to gross wages each pay period in order to meet reporting requirements. The same amount will be deducted from each paycheck, thereby leaving the net check amount unaffected by the rent difference.
9. Pursuant to N.M.S.A. 47-8-9E, it is agreed that the Employee's right to occupancy of said apartment unit is conditioned solely upon the employment relationship set forth in this Agreement, and therefore not subject to the provisions of the New Mexico Owner-Resident Relations Act.
10. Both parties agree that Employer has the exclusive right to terminate this addendum at anytime regardless of the employment status of Employee.
11. Upon termination of employment and/or termination of this Addendum, the Employee hereby agrees:
 - a) To vacate said apartment unit and leave the apartment in clean, undamaged, and rentable condition within five (5) business days after notice of termination is received; and,
 - b) That Employer may deduct from wages and other amounts owed to the Employee, all amounts owed for repairs and cleaning costs necessary to restore the apartment to clean, undamaged, and rentable condition.
 - c) If damages and cleaning costs are greater than the amounts that are owed to Employee, the difference will be due and payable by the Employee upon vacating the apartment. Amounts unpaid by the Employee will be sent to the credit bureau for collection.

In witness whereof, the Employer and Employee has executed this Agreement Addendum this _____ day of _____, 20_____.

Employee Signature

Employer: Monarch Properties, Inc.