

Monarch Properties, Inc.  
**Employment Agreement**  
(All Employees)

Monarch Properties, Inc. (hereinafter-called Employer) and \_\_\_\_\_ (hereinafter called Employee) mutually agree as follows:

**I. Employment**

The Employer hereby employs the Employee to serve and perform such duties as:

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Manager          | <input type="checkbox"/> Assistant Manager     | <input type="checkbox"/> Leasing Agent    | <input type="checkbox"/> Activity Director |
| <input type="checkbox"/> Head Maintenance | <input type="checkbox"/> Assistant Maintenance | <input type="checkbox"/> Courtesy Monitor |  |

at such times and places and in such manner as the employer may from time to time direct.

**II. Working Hours**

- A. The workweek shall begin at 5:01p.m. every Friday and end at 5:00p.m. the following Friday for each and every week during the employment.
- B. The Employee will work a semi-flexible work schedule which is generally, and to the extent possible, to conform to \_\_\_\_\_ hours per week.
- C. In the event that work is needed to be performed outside of the regular office hours, the Employee acknowledges his obligation to perform such work.
- D. As a condition of employment, employee agrees to perform "On Call" duty, from time to time, as required by his/her supervisor. "On Call" duty shall mean remaining in the general locale of the property, after normal work hours, in order to answer telephone and/or beeper calls, and to physically respond to emergency situations that may arise on property. Employee understands that "On Call" duty is not subject to compensation, but that time actually worked on property in these situations will be subject to compensation procedures set forth in Section III.

**III. Compensation**

- A. Wages – In consideration of such service and employment, the Employer agrees to pay the employee at the rate of:

- Monthly Salary of \$\_\_\_\_\_ (Exempt)**  
The Employee is employed in an **Administrative** position and supervises two or more employees, and is therefore not subject to overtime compensation.
- Monthly Salary of \$\_\_\_\_\_ (Non-Exempt)**  
The Employee will be paid extra for hours worked over 40 in a week on a fluctuating workweek formula approved by the US Department of Labor. Under this formula the "regular rate" of pay is determined by dividing the weekly salary by the total hours actually worked during the workweek. The Employee will be paid one half (½) the "regular rate" for the hours worked over 40 in a workweek in addition to their weekly salary.
- Hourly wage of \$\_\_\_\_\_ per hour.**  
The Employee will be paid time and a half (1½) for the hours worked over 40 in a workweek.

- B. It is understood and agreed that the above amount for wages may be adjusted from time to time for merit raises, cost of living increases, bonuses or other changes as the Employer directs without voiding this agreement.
- C. Payroll Checks – All employees will be paid on a bi-weekly schedule. Paychecks are distributed every other Friday and cover hours worked the previous two weeks.

**IV. Conditions of Employment**

It is understood and agreed that both parties shall consider employment at will. During the term of employment, the Employee shall:

- A. During working hours, devote his/her time, energy and skill to the service of the Employer and to the promotion of its interest.
- B. Conduct himself/herself at all times in such a manner as not to bring discredit on the employer and to the promotion of its interests.
- C. Abide by all applicable Federal and State laws and instructions of the Employer.
- D. Comply with all company policies and procedures in effect now and in the future.
- E. Perform his job accordingly to generally accepted standards of proficiency, loyalty, safety, cooperation, appearance, etc.

**V. Job Description / Company Policies**

Employee hereby confirms that he has received a copy of the appropriate job description and current company policies and procedures.

**VI. Termination**

This agreement and employment may be terminated by either party, with or without cause, at any time. Upon termination of employment, the Employee agrees that the Employer may deduct amounts equivalent to the following items from Employee's final paycheck:

- 1. Advances by the property owner or the Employer to the Employee and not repaid.
- 2. The value of any other asset or property due the property owner or Employer by the Employee and not delivered to the property owner or Employer.
- 3. All monies of the property owner or employer collected by or coming into the possession of the Employee and not delivered to the property owner or Employer.

**VII. Non-Disclosure and Non-Compete Agreement**

Employee acknowledges that the "Nondisclosure and Non-Compete Agreement" is included as an addendum and is made a part of this Agreement (not applicable to maintenance or office assistants).

**VIII. Enforcement and Waiver**

This Agreement shall be binding upon each party hereto, and shall be enforceable by either party, by legal proceedings or otherwise, in the same manner as any other contract. The Employer shall have the right to recover reasonable attorney's fees and costs from the Employee in any proceeding to enforce this agreement. No waiver or any breach by either party of the terms of this agreement shall be deemed a waiver of any subsequent breach. No modification of this agreement shall be binding upon either of the parties unless reduced to writing and executed by the parties hereto.

**IX. Forum and Situs**

The laws of the State of New Mexico shall govern all matters affecting the interpretation, modification, or enforcement of this agreement and the rights of the parties hereto. The forum for all legal actions affecting the interpretation, modification or enforcement of this agreement shall at all times be the District Court of the Second Judicial District for the County of Bernalillo, State of New Mexico.

**X. Entire Agreement**

The parties agree that this agreement contains the entire understanding of the parties, there being no agreements, representations, promises, warranties, covenants or undertakings other than those expressly set forth herein.

In witness whereof, the Employer and Employee has executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Employee

By: \_\_\_\_\_  
MONARCH PROPERTIES, INC.