

Employment Agreement

Employer: Weinman Rentals LLC
Contractor Reg. #WEINMRL920DQ
608 S Washington St.
Tacoma, WA 98405
253-475-1884
Tax ID: 91-1718098

Employee: _____
Address: _____
City/State/Zip: _____
Home Phone: (____) _____
Cel Phone: (____) _____
SSN: _____
Home email: _____
Office email: _____
Emergency Contact: _____
Emergency Phone: _____

Effective Date: _____ Termination Date: _____

This agreement shall supersede any and all previous agreements whether verbal or in writing.

Employee shall provide work on rental property as required for properties owned by Steven Weinman, Weinman Rentals LLC, & Weinman Family Trust; properties managed by Family Real Estate Service, Inc. and jobs contracted to Weinman Rentals LLC – General Contractor #WEINMRL920DQ. Employer, in exchange for work performed, shall pay employee based on either of two methods listed below:

1. Paid amount of bid upon satisfactory completion of the job. Actual hours for industrial insurance shall be based upon bid amount divided by \$_____ per hour.
2. Paid hourly at a rate of \$_____ per hour.

Job Duties:

- Perform repairs to rental property as needed during occupancy of units.
- Perform cleaning & repairs to property in-between tenants- preparing property to be re-rented in good condition.
- Perform house/unit renovations & upgrades as directed
- Complete unit turnover check list on each vacancy
- Scheduling with tenants to gain access for repair work
- Perform routine and scheduled maintenance of properties including but not limited to:

- Painting,
- Cleaning of gutters
- Yard maintenance
- Hauling & dump runs
- Minor plumbing, minor electrical, glass, screens, etc.
- Respond to emergency calls when directed by employer.
- Submit bids on job lists & projects as requested (labor only)
 - Completed in writing & signed or by email from assigned office email account.
- Prioritize work to complete assignments in a timely manner.
- Perform routine inspections of property to check for maintenance problems and to verify that tenant is in compliance with rental agreement.
- Complete daily work record forms and job assignment sheets.
- Complete other related paperwork as directed.
- Keep job assignment record in computer updated at least weekly on progress.
- Keep track of receipts for items purchased for each job – obtaining separate receipts per job when possible. Noting on each receipt the job address & description of items purchased (if not clear on receipt) & submit receipts to office on an at least weekly basis and with each time sheet.
- Account for any payroll advances, if needed, for dump fees or materials not available through credit accounts.
- Only use office credit account, debit cards and/or gift cards for materials actually used on a specific job, unless authorized by Steven Weinman in advance.
- Promptly return all excess materials to suppliers for credit/refund and provide documentation to the office.
- Perform other related duties as directed.

Industrial Insurance through the Washington State Department of Labor & Industries is provided to each employee. The cost of this insurance is shared between employer & employee at rates as established by the Dept. of L&I. All injuries must be reported immediately to Steven Weinman.

Income Tax Withholding. All employees must complete a W-4 form annually to select the proper amount of Income tax to be withheld from wages earned. Amounts withheld will be shown on paystubs and on the W-2 form given each year for tax reporting.

Social Security & Medicare: The total amount of Social Security Tax and Medicare Tax shall be paid 50% by employer and 50% as a deduction from each paycheck. This amount is set by the Federal government and is currently 15.2% total (7.65% each).

State & Federal Unemployment Insurance: The employer shall provide unemployment insurance as required by state and federal law on each employee.

Bid Jobs: Bids are to be in writing and signed by employer agreeing to specific labor amount for stated work. Adjustments to the bid shall be done in writing to cover additional work and/or hidden damage. Payment on bid jobs shall be made on the scheduled payday following completion of the job, unless prior arrangements are made for a draw for work performed (large jobs only). In no case, shall more than 50% of the total bid be advanced until full and satisfactory completion of the job.

Payroll Hours Reports: Employee shall complete time sheets and payroll hours reports showing detail of what work was performed and where. Detail shall include specific tasks completed in each time block, material runs, dump runs. Reports are due on Monday of each week for work completed between the Monday & Sunday of the previous week. Final reports for each pay period shall be submitted by the close of business the day prior to set pay dates. Hours on all bid jobs must also be reported.

Assistants on Bid Jobs: Assistant laborers who have signed an employment agreement with the employer shall be allowed to work on the jobs. Rate of pay and number of hours shall be at employer's discretion and based on the employment agreement.. The L&I deduction shall be made from the gross amount of pay plus all normal employee deductions. The gross pay amount paid to assistants shall be deducted from the total bid amount, the remaining balance shall be paid to the employee responsible for the bid job. Daily log sheet must be signed by bidding employee acknowledging payment on bid to a 3rd party. When working on a bid job as an hourly assistant, the employer is authorized to release pay rate information to the employee responsible for the job in order to calculate the amount of bid remaining. It is recommended that "sub-bids" be done to accomplish certain tasks for a set amount of pay in order to facilitate fair bidding and billing practices.

Assistants on hourly jobs: Assistant laborers on hourly jobs must be pre-approved by Steven Weinman. Amount of work or nature of work must require the need of an assistant. An assistant will only be paid for actual time that assistance was needed, not for office, supervisory, material runs (unless loading large items), or spectator time. Rate of pay for assistants shall be subject to their employment contract.

Assistants-General: All assistants on a job site shall be under the authority and supervision of the employee assigned to the job. The employee assigned the job shall be responsible to the employer for any work done and shall report any issues promptly to the employer.

Pay Periods: Checks shall be issued two times per month – approximately 15th & end of each month. See pay period chart for exact details.

No visitors or non-employees are permitted on any jobsite. A perspective tenant viewing the property for a normal showing is not considered a visitor.

Pay Periods: Checks shall be issued two times per month – approximately 15th & end of each month. See pay period chart for exact details.

Transportation: Employee is solely responsible for providing a vehicle to complete said duties. Employee is also responsible for all expenses related to the vehicle and shall maintain adequate liability insurance during his employment. Employee shall turn in mileage with end of month payroll reports. Employer will pay actual work mileage, excluding mileage to/from job site & employee's home at a rate of ____ cents per mile.

Tools & Equipment: Employee shall provide any and all tools and equipment needed to perform all duties. Specialty equipment may be rented with prior employer approval. Personal items & tools may not be purchased on office accounts or gift cards without the PRIOR consent of Steven Weinman. Any items purchased on account with a repayment agreement or payroll deduction shall remain the property of the employer until final payment is made on each item at which time ownership will transfer to the employee. Any items that the employer shares in the cost to purchase shall remain owned 50/50 (after repayment is complete) between employee and employer and may not be used on any other worksite/job without the consent of the employer. Should employment be terminated for any reason, employee will be given the option to buyout the employer's share or return the items to the employer or as mutually agreed at time of termination.

Materials: Materials for jobs (i.e. Paint, cleaners, & other consumed or disposable items) shall be purchased on existing accounts or office provided gift cards. Incidental items purchased by employee (out-of-pocket) to complete a job shall be reimbursed based on actual receipts turned in. Receipts are due in the office with weekly payroll reports (each Monday). For items purchased on office debit card – these receipts are due weekly, except for items greater than \$50 shall be turned in within 24 hours of the purchase. Employee shall use common sense and due diligence to acquire the materials needed in the most efficient manner. All unused materials that are returnable, shall be returned for credit to the supplier unless otherwise directed. Employee shall keep an assortment of employer provided materials with them to handle routine items without having to do separate material runs for small items – (i.e. outlets, switches, screws, nails, washers, smoke detector, wax rings, plumber's putty, Teflon tape, light bulbs, door knobs, lock set, doorstops, etc.) – and shall report use of these items to the office for billing purposes. All other surplus materials shall be stored neatly and orderly in the designated storage facility.

Employer Owned Tools/Equipment/Supplies: The employer maintains certain tools, equipment and supplies for use of employees. Should employee use any consumable supplies on a job, employee shall report this usage to the office for proper billing of these items to the job. At all times when equipment is not currently in use on a jobsite, all employer owned tools & equipment shall be kept in the designated storage facility or in the office unless otherwise authorized by employer. All equipment/tools used shall be well cared for and returned to storage clean and ready for the next use.

Job Assignments & Records: Employee shall keep accurate records of all jobs assigned to him/her. Once a job is assigned for an occupied unit ("service call") employee shall attempt to call tenant within 24 hours to schedule an appointment. Jobs are to be scheduled in 3 time blocks – 9 AM- 12 Noon; 12 Noon – 3 PM; or 3 PM – 6 PM –Monday thru Friday. Employee is expected to arrive at assigned appointments at the earliest possible time of the time block, unless delayed by instructions from the office to take care of a higher priority job. Jobs will be posted to the office computer. Employee shall maintain updates to this record to show scheduled

appointments, messages left for tenants and date of job completion. Jobs will be assigned either in the form of a written list, email, phone call or text message to a cellular phone or some combination of these methods.

Office Email: Each employee may be assigned an office email account or will provide employer with a valid email address specifically for the purpose of communicating job assignments and job status information in a written form with the office. Employee shall check the office email account at least 3 times per week (Monday, Wednesday & Friday) but preferably daily. This account may be accessed via webmail through any Internet connection at <http://familyrealestate.net/webmail> or by setting up the proper parameters in Outlook or Outlook Express of other email account. Employer will provide log in information separately. At no time may assigned office email accounts or other web access be used for SPAM, pornography or any other illicit or unprofessional use. While the employee is free to use the email address for other purposes as he/she desires, the employer reserves the right to review the mailbox contents at any time – and all content in the mailbox shall be considered the property of the employer.

Scheduling: Employee is free to set his/her own work hours on most days. The employee shall notify the employer in advance of any specific time/days that the employee is unavailable due to personal or other work commitments. Employer reserves the right to set specific work hours and/or job deadlines based on situations that arise. Employee shall communicate by phone, text or email, any changes to schedule, subject to approval by the employer. Employee shall notify employer of intended work schedule and plan for the following work day, no later than 9 PM the previous evening by phone, text or email.

Supervision: Employees are under the direct supervision of Steven L. Weinman, senior manager of Weinman Rentals LLC. Supervision and job assignments may be done by Steven or anyone he assigns to oversee those tasks. In all situations, the decisions of Steven Weinman shall be the final authority as they relate to employment and job tasks.

Work Ethics: All work shall be performed in a professional manner to standards acceptable to the employer, property owner and to the industry of rental maintenance and repairs. Should an employee be unable to properly complete an assigned task, he/she shall notify the employer for specific direction and/or job reassignment.

Work Days: Employees are expected to be available Monday- Friday between 9 AM & 6 PM, on an on-call, as-needed basis unless other arrangements have been made. With the exception of emergency call outs by the office manager or employer, as explained below, no overtime is authorized. Employees are not expected to work weekends, evenings or holidays – however, due to flexible scheduling may do so by their own choice. Employees who work in excess of 40 hours in the week beginning on Saturday and ending on Friday, unless authorized by the employer for emergency reasons shall carry these hours forward to a future week where 40 hours has not been achieved, even if this falls in a future pay period. This is based on the calendar week as defined, NOT the pay period.

Emergency Call-Outs/On-Call: Employer will establish an “on-call” schedule for emergencies that may arise during non-business hours. Employee that is designated as the “on call person”

shall be responsible to take after hours job assignments and take steps necessary to facilitate emergency or temporary repairs as situations warrant then schedule to return, if necessary, for proper final repairs. Employer will compensate employee at 1½ times their normal hourly rate for emergency call outs that require immediate attention and can't wait until normal service call hours. Employee is required to return phone calls and messages within 30 minutes of receiving the emergency call or message and to contact tenant within 30 minutes after receiving the call. Employee shall follow direction of employer/supervisor on how to proceed, and/or make prudent decisions to take care of the emergent situation if employer/supervisor is unavailable. The "on call" employee shall notify the employer if, for any reason, they will be unavailable or not able to receive calls/messages during their on call times. Employee, with employer's approval, may exchange on call schedules with another employee as needed. Employees "on call" shall be subject to the Drug/Alcohol policy below.

Probation Period/Termination: At any time during the first ninety (90) days of employment, either party may terminate this agreement without any recourse or advance notice. Following the probation period, employee agrees to give at least two week's advance notice of termination. Unless termination is based on just cause for violating this agreement, employer agrees to give at least two week's advance notice for employee termination. Upon any termination, all property, tools, credit cards, gift cards, keys, etc. shall be returned to the office within 24 hours and must be returned prior to receiving any final pay check. Employee shall give a written report of jobs assigned but not completed so they may be reassigned.

FIREARMS POLICY: I respect the right to legally carry concealed at all times. However, you must follow state law in respect to concealed carry... it must be concealed and on your person OR locked in your vehicle out of sight. Open carry is NOT permitted. At no time shall any weapon firearm, blade in excess of 3 inches or any illegal weapon be visible for tenants or onlookers to see and feel intimidated.

VEHICLE POLICY: Unless specifically authorized – each employee is expected to have their own vehicle (if they are able to drive) and tools on the jobsite. Carpooling is not expected or permitted without authorization. If someone needs to go get materials or is called to another location – it should NEVER impact the other people working on the jobsite from continuing what is being done. IF 2 or more people go on a material run for items that don't need to people to lift or load – time sheets must indicate WHO is on the clock and who is off the clock during that visit.

VIDEO/AUDIO SURVEILLANCE: Employer reserves the right to monitor work by video surveillance or hidden cameras at any time. The office and areas surrounding the office are under 24 hour surveillance.

DRUGS/ALCOHOL: Employees are expected to be clean and sober whenever they are "on the job" Zero tolerance for drug use, including opiates, narcotic pain medications and/or marijuana (THC) is allowed. Blood alcohol levels in excess of 0.4% are not allowed. Employer reserves the right to require random Urine Analysis (UA) or

Breathalyzer testing at any time. Any "on the job injury" that requires medical attention or time off work shall require an immediate drug screening either by employer issued UA or release of complete toxicology report from attending medical facility. It is employee's obligation to request this testing and authorize the release of these specific medical files to the employer immediately upon arrival at the medical facility or emergency room. If an employee tests positive during any random or required testing, employer reserves right to terminate employment or suspend employee without pay, at his sole discretion. If suspended, prior to any return to work following a positive test, employee shall submit to re-testing at his/her expense (\$15-25 per test) prior to being allowed to work.

Date: _____

Date: _____

Employer Signature:

Employee Signature:
