

*** MOVING AGREEMENT ***

Agreement made on _____, between THE RECTOR AND VISITORS
Date

OF THE UNIVERSITY OF VIRGINIA at Charlottesville, Virginia (referred to as the University), and _____, (referred to as the Employee),
Employee's Full Name

WITNESS:

Since the Employee, with employment date effective _____, desires to
Employment Date

move and relocate his/her residence from _____ to
City and State

_____ and the University agrees, then:
City and State

1. Effective _____, the Employee agrees to work on regular, full-time basis
Employment Date

at the University at least one year beginning _____ and ending _____
_____. For faculty appointed on an academic basis, one year is defined as one regular academic session (Fall and Spring Semesters, nine months). For all other annual faculty and employees, one year is defined as twelve months.

2. The University agrees to reimburse or pay on behalf of the Employee an amount not to exceed \$ _____ for moving expenses incurred for the relocation.

Of this amount, not more than \$ _____ can be reimbursed directly to the individual. All reimbursement claims must comply with the State Comptroller's rules and regulations in effect when this agreement is signed. Also, the Employee agrees to provide original receipts for all reimbursement claims.

3. Applicable federal and state laws require "non-qualified, taxable" reimbursements to relocated employees to be included in the employee's gross income, and "qualified, non-taxable" relocation expenses to be excluded. Based on the passage of the 1993 Revenue Reconciliation Act, qualified, non-taxable moving expenses are defined as the reasonable costs of (1) moving household goods and personal effects from the former residence to the new residence (including common carrier and up to 30 days of storage), and (2) traveling (including lodging during the period of travel) from the former residence to the new residence. Qualified moving expenses DO NOT include any expenses for meals. All other reimbursements are considered non-qualified and are taxable to the employee. Any amounts which are considered non-qualified will be reimbursed net of tax withholdings and will be reported as income to the Internal Revenue Service.

4. The Employee's failure to remain so employed at the University for the applicable period in Section 1 will constitute a violation of the agreement. In the event of such violation the Employee will be liable to the University for all moving expenses which the University has paid (to or on behalf of the employee), together with reimbursements and all payroll taxes withheld by the University in connection with such expenses.

5. The Employee hereby gives the University an express lien on all salaries, wages, and other sums payable to him/her by the University, for the purpose of securing all amounts due under Section 4 above, and the Employee authorizes the University to withhold all amounts so due from any sum payable to the Employee by the University. The Employee waives all exemptions (including the homestead exemption) which may apply to any amounts so due.
6. If the Employee fails to remain employed as indicated in Section 1 above for reasons beyond his/her control considered sufficient by the University, all or part of the liability under Section 4 may be waived by the University. Any such waiver must be approved in writing by the Employee's department head or dean and the Human Resources Representative. (The dean/department head, whose account paid for the Employee's move, must notify Human Resources if the Employee does not remain employed at the University for at least one year.)
7. The University will not reimburse employees, nor make payments to third-party commercial movers on behalf of employees, for moving expenses and relocation expenses already reimbursed or to be reimbursed in the future by another entity.

Employee (Signature and Date)

Dean/Department Head (Signature and Date)

Employee (Print or Type)

Dean/Department Head (Print or type)

Department Name

Human Resources Representative (Signature and Date)

Departmental Contact Phone #

Please Fax Completed Agreement to (434) 924-6306