



**Relocation and Moving Expense Agreement**

**Human Resources – Personnel File**

**Accounts Payable – Relocation Reimbursement File**

Agreement made on \_\_\_\_\_, between Savannah State University (SSU) and \_\_\_\_\_ (employee),

**Witness:**

Whereas Employee, with employment date effective \_\_\_\_\_, is a suitable candidate for the position of \_\_\_\_\_ and has accepted SSU’s offer of employment in this position effective \_\_\_\_\_; and

Whereas SSU and Employee mutually desire to move and relocate Employee’s residence from \_\_\_\_\_, to \_\_\_\_\_ so that Employee’s residence is in the area of Employee’s employment; now, therefore, SSU and Employee agree:

1. Effective \_\_\_\_\_, Employee agrees to work on a regular, full-time basis in a salaried position at SSU for at least one year beginning \_\_\_\_\_ and ending \_\_\_\_\_. One year is defined as twelve (12) months.
2. SSU agrees to reimburse or pay on behalf of Employee an amount not to exceed \$\_\_\_\_\_ (as stated in the Original Written Offer and not to exceed \$5,000) for personal moving and relocation expenses incurred for relocation. This amount includes payments made on behalf of Employee by SSU to third-party companies and providers. Employee agrees to provide original receipts for all reimbursement claims. In accordance with IRS guidelines, receipts must be submitted within sixty (60) days of completion of the move to be considered as qualified, nontaxable moving expenses. Expenses submitted for reimbursement after sixty (60) days will be considered taxable income, and SSU will not be liable to reimburse any expenditures submitted after ninety (90) days of completion of the move. Employee agrees that only those personal moving and relocation expenses incurred after the date of execution of this agreement can be submitted for payment or reimbursement.
3. Applicable federal and state laws require “nonqualified, 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 storage for up to thirty days), 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 nonqualified and are taxable to the employee. Any amounts which are considered nonqualified will be reported as income to the Internal Revenue Service.
4. Employee’s failure to remain employed at SSU for the applicable period in Section 1 will constitute a violation of the agreement. In the event of such violation, Employee will be liable to SSU for all or a pro-rated portion of the gross (pre-tax) relocation and moving expenses which SSU has paid to or on



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behalf of the Employee. Any tax impact, if applicable to the original payment or reimbursement, will be reversed upon receipt of repayment from the employee.

- 5. Employee hereby gives SSU an express lien on all salaries, wages, and other sums payable to him/her by SSU, for the purpose of securing all amounts due under Section 4 above, and Employee authorizes SSU to withhold all amounts so due from the sum payable to Employee by SSU. Employee waives all exemptions, which may apply to any amounts so due. Employee agrees to pay to SSU upon request any amount which is not so deducted. In the event Employee fails to pay all amounts due SSU within thirty (30) days of SSU’s request, Employee acknowledges and agrees that SSU may undertake collection efforts including but not limited to referral to a collection agency. Employee agrees to pay all the collection costs, including attorney fees and other charges necessary for the collection of any amount still due SSU hereunder.
- 6. If Employee fails to remain employed as indicated in Section 1 above for reasons beyond his/her control considered sufficient by SSU, all or part of the liability under Section 4 may be waived. Any such waiver must provide documentation regarding the reasons why the employee is leaving and a recommendation to waive the liability signed by both the hiring department manager and the related Vice President. The waiver must be approved in writing by the President and submitted to the Comptroller’s office, Accounts Receivable, BEFORE the employee has left the institution and collection efforts are underway.
- 7. SSU will not reimburse employees, nor make payments to third party movers on employees’ behalf, for moving and relocation expenses that *have already been reimbursed or are pending reimbursement by another entity*.
- 8. SSU shall have no responsibility or legal liability for goods damaged as a result of the relocation. Employee must make any claim for damage to household goods in transit directly to the moving company or other third party.

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Dean, Dept. Head Signature and Date

\_\_\_\_\_  
Employee PRINTED NAME

\_\_\_\_\_  
Dean, Dept. Head PRINTED NAME

\_\_\_\_\_  
HIRE DATE

\_\_\_\_\_  
DEPT/FUND to be charged

Check for  
Indirect Cost

\_\_\_\_\_  
Position/Department

\_\_\_\_\_  
Department Contact (Direct Manager)

\_\_\_\_\_  
Vice-President Approval, including Date