

EMP. ID # \_\_\_\_\_

## HOUSING AGREEMENT

### SUN VALLEY COMPANY EMPLOYEE HOUSING DORM AGREEMENT 2009

<u>NAME</u>	<u>S.S.NUMBER</u>
<u>DORM RM.</u>	<u>RENT RATE</u>
<u>DEPARTMENT</u>	<u>CHECK-IN DATE</u>

WELCOME TO SUN VALLEY COMPANY! As your employer and housing manager, it is our sincere desire to provide you with comfortable, clean, safe living and work environment. Sun Valley Company provides employee dorm rooms as a privilege to its employees. While dorm room size and availability is modest, the Company offers this living accommodation as an additional benefit to help defer the cost and inconvenience of obtaining housing off Sun Valley Company property. Sun Valley Company owns and controls the dorms and a few off property housing provided for employees. Sun Valley Company expects all employee-housing residents to treat each other and the physical property itself respectfully.

As a dorm resident, you have responsibilities to the Company, its property, facilities, your co-workers, and neighbors. Please review this Dorm Agreement it is important that you become familiar with your rental obligations. Violations and/or abuse may result in termination of this Dorm Agreement, your rights to tenancy, and your eviction from the Sun Valley Company Dorms. Public dorm areas are monitored by cameras for residential safety. For the comfort and safety of all residents, the following are some of your responsibilities:

1. **TERM:** The term of this Dorm Agreement shall begin on the “check-in date” set forth above, and shall continue on a day to day basis thereafter on the same terms and conditions unless earlier terminated as provided for herein. This Dorm Agreement applies as long as you are living in the dorms.
2. **RENT:** Rent will be deducted directly from your Sun Valley Company paychecks bi-weekly. If you have any questions about this please ask the Dorm Office Manager. If you find that your rent is not being deducted from your paychecks you must report this to the dorm manager immediately to correct this problem. You will still be responsible for any accumulated rent that has not been deducted; Sun Valley Company will deduct amount on the following pay period. It is your responsibility to check your pay stubs for any deductions being made from Sun Valley Company. Rent will be charged on a (per day) basis bi-weekly and will begin when you receive the key to your dorm room and stopped the day your key is returned to the dorm office. It is your responsibility to check out and hand in your dorm key to the dorm office.

#### **RESIDENTS RESPONSIBILITIES**

1. **PERSONAL PROPERTY:** Sun Valley Company dorms are intended for the purpose of sleeping and storing a limited amount of personal items. Do not store cash or items of value in your room; Sun Valley Company is not responsible for loss or damage to any personal items.
2. **ROOM DAMAGE:** Residents are responsible for maintaining assigned rooms and will be charged for damages such as holes in the walls, ceilings, soiled or stained carpets, cigarette burns, odor, removal of screens, etc. **ALL CLEANING AND REPAIR CHARGES WILL BE DEDUCTED FROM THE DORM RESIDENT’S FINAL PAY CHECK.** Please note if there are any repairs that need to be done in your room and you did not report this at the time that you handed in this sheet you will be responsible for damages at time of departure. You must report all damages to your dorm room even if you were not the person who caused the damage. If the resident that caused the damage comes forward and is responsible for his/her actions damage fees will be deducted off that persons

pay-check. If there is more than one person in a room and nobody takes responsibility for the damages the cost will be divided between the residents that are assigned to that dorm room. Cost will be deducted from the resident's final paycheck. Residents are responsible for leaving the room clean, and in good condition at time of departure.

**3. DORM CHECKS: Unannounced** dorm checks of each room will be conducted as needed. These inspections are conducted by management to ensure safety, room upkeep, cleanliness, and to confirm compliance with the terms and conditions of this Dorm Agreement. Failure to maintain and clean your room or personal area may result in termination of your right to tenancy and subsequent eviction. Management will determine eviction time and date per resident. Inspections may occur on any day, at any time. Dorm Inspections will always be conducted by two people, who will be selected at the sole discretion of management; this may include law enforcement personnel and animals trained in drug detection. You are required to keep your room clean and organized at all times. Sun Valley Company is committed to maintaining a safe, drug free environment for our employees and will investigate any and all reports of violations of Sun Valley Company policies, dorm rules and violations of law. Please remember that you have other residents sharing this room with you. You may not use extra beds or closets for your personal use.

4. **STATUS:** Residents are required to be full time employees 40 hours wk. As a full time employee, you are required to meet the scheduling needs of your department. This pertains to dorm residents who supplement their income with another employer. Dorm residents who violate this provision or any standard of conduct may be asked to leave the dorms immediately. Dorm residents are only allowed to move once during a season. Sun Valley Company has the right to move residents in Employee Housing from one location to another.
5. Dorm residents; job performance and dorm upkeep will be a major factor in the privileges allowing you to live in Sun Valley Company's employee housing. Residents must occupy the dorm room to retain the space provided by Sun Valley Company's employee housing.

***RULES AND RESPONSIBILITIES:** The following rules and regulations have been adopted for employee housing in an effort to create a harmonious living situation for people from many different cultures and backgrounds. Violation of these rules will constitute an Event of Default and may result in termination of your right of tenancy, your subsequent eviction, and/or loss of your job. Copies of warning slips will be distributed to you, your personal file and your department manager.*

1. No smoking in the dorms or any unauthorized smoking areas. See Dorm Manager for designated smoking areas. You must be 18 years of age or older to live in dorms.
2. Dorm areas must be a quiet zone at all times due to the different shifts residents work there will be no visitors allowed between 10:00pm and 8:00am in the dorm areas.
3. No drugs, drug paraphernalia or alcohol in dorms or on premises **EVER any prohibited substance found on premises will be immediately confiscated.** Open containers of alcohol found in dorm rooms may be dumped in the sink. Any individual found to be in possession of controlled or illegal substances or drug paraphernalia through dorm check or any other means will be immediately arrested, terminated, and face prosecution. This Dorm Agreement and the resident's rights to tenancy will immediately terminate. These items will be confiscated and turned over to the Sun Valley Company Police Department.
4. No firearms, knives, or dangerous weapons allowed in dorm rooms or on premises **EVER.**
5. **No overnight guests.** No visitors allowed in any dorm room while you are not present in your own dorm room. If your room is found with a guest in the room and you are not present at this time you will be given a warning and it will be handed to your dept. head manger to handle this problem. If problem persist you may be disciplined up to or including eviction. Your friends or guests are not allowed to stay in vehicles on S. V. property. Children are not allowed in any dorm area past 3:00pm or before 8:00am
6. Men visiting women's dorms are not allowed to use women restroom. Women visiting men's dorms are not allowed to use men's restroom.
7. You must keep noise and voices at an appropriate level and respond to Dorm Supervisor, Security, roommate, or other resident's requests to lower the noise level. This is in effect 24

- hours a day. Please keep your noise level down at all times, we have employees who work different shifts and you must be considerate of those around you.
8. Keep your room clean and all personal belongings stored neatly. You may use only one bed and one closet. Vacuums are available for your use. Please see your dorm cleaner or dorm supervisor for vacuums.
  9. You are not allowed to rent a unit from Sun Valley Co. if you own a home, apt. or condo in Ketchum, Hailey or Bellevue, we will take each request on a case by case basis.
  10. Use courtesies when using the restroom and TV room. You must respect the **DO NOT ENTER** signs when dorm cleaners are cleaning bathrooms or you may lose your dorm privilege. Please limit phone hall use, each room has their own phone ext.
  11. No bikes in your rooms or in hallway, bikes must be kept outside. No rollerblades, skateboards, or scooters in the dorm halls. No candles, incense burners, or any type of burning items in your dorm room. You will be written up and your manager will be notified.
  12. You may not have any posters, painting, drawings, signs or wall hangings that are sexually explicit including nudes, as well as anything relating to alcohol or drugs in your dorm room walls. You are not allowed to nail or tape pictures on any wall; this ruins the paint at the end of the season, stains the walls and sometimes rips the paint off when you do remove your pictures. You are not allowed to have any objects or items hanging from ceiling or blinds in your dorm room. You may not have any items in your windowsill; this includes fans, food, liquids, socks, or shoes.
  13. Keep all furniture, clothing or other belongings away from wall heaters.
  14. Do not place items between window and screen, this tears the screens.
  15. Electrical appliances must be approved by the dorm manager. **You are not allowed to cook in your dorm room** *you may heat things up with the consent of your fellow dorm roommates or residents in your building. You are not allowed to wash your cookware in the bedroom sinks this clogs the sinks and leaves black stains that do not come out of the sinks.* You may not store any objects or food in your window or windowsill.
  16. Residents are responsible to be aware of fire exits in their building.
  17. No parties or gatherings are allowed in or around the dorms at any time. Holidays are no exception. No fireworks at any time.
  18. Lost Keys cost \$5.00 to replace, which will be deducted from your paycheck. Your money will be held for three days to give you time to find your keys. Keys are available through the Dorm Manager. You must always carry your keys with you to avoid inconveniences. In the event that you are locked out the Dorm Supervisor may open the door for you. Sun Valley Company reserves the right to charge a fee of \$2.00 for each time you are locked out of your dorm room beyond the 2<sup>nd</sup> time.
  19. Residents must identify themselves to security and/or management when asked.
  20. TV rooms are to be kept quiet and the door closed during late hours. TV room occupants are to keep noise level down at all times. Visiting room will be at the Place for all employee residents; TV rooms will be closed by 11:00 pm in Moritz, Idaho & Boise if noise level is too high and/or we get complaints from other residents about noise level. Pool rm. Computer rm. and Wt. Room will stay open 24 hours unless noise level is high and there are complaints from other residents trying to sleep. You are not allowed to visit porn websites in the employee computer room. **If we get a complaint about you looking up porn we will notify your manager and your privileges from the computer room will be terminated. You must have your Sun Valley Id. Card present when using the computer room.**
  21. NO PETS allowed in the dorm rooms or halls.
  22. **You are not allowed to move furniture in or out of you dorm rm.** You may not take beds out of dorm rooms and replace with your own furniture. You are responsible to wash your sheets, pillowcases, and blankets as needed. Unauthorized items found in your dorm room may be considered stolen property. Items unauthorized in your dorm room may be confiscated and returned to its department. You are not allowed to use rooms as storage unit.
  23. **Non residents are not allowed in the dorm rooms, halls, or TV rooms, between 10:00pm and 8:00am** TV rooms will be closed if noise level is too high for residents.
  24. If you have your own vehicle and it will be parked on Sun Valley Company property, please go to the Human Resource Office to be issued a parking permit.

25. **DO NOT USE P.O. BOX 10 FOR PERSONAL MAIL.** Any mail received at P.O. Box 10 for a dorm resident will be sent back to the post office marked “return to sender”. Please use general delivery at the Post Office or open a P.O. Box. **You are allowed to use #1 Sun Valley Rd for your shipping address.**

26. Any additional beds and closets in the dorm rooms must remain unused for future residents. You are not allowed to remove or take this bedding for yourself. If required Management can and will move any resident to new location. Inappropriate behavior within Sun Valley Company’s facilities will be cause for termination of this Housing Agreement and may lead to termination of employment.

**27. IT IS IMPORTANT TO REMEMBER THAT EMPLOYEE HOUSING RESIDENTS ARE RESPONSIBLE FOR ANYTHING THAT OCCURS IN THEIR ASSIGNED ROOM AND IF S/HE HAS FAILED TO CORRECT OR REPORT THE PROBLEM TO THE EMPLOYEE HOUSING MANAGER, DORM SUPERVISOR, ALL RESIDENTS WILL BE HELD RESPONSIBLE FOR ANY VIOLATION THAT MAY OCCUR IN THE ROOM. PLEASE MAKE SURE YOU REPORT ANY AND ALL VIOLATIONS.**

**TERMINATIONS:** When an employee is terminated or laid off, the check out process must be completed by 4:00 p.m. the day after the final working day, unless a change is announced by the Employee Housing Manager. Terminated employees may not stay in the dorms as a guest of another resident employee. If this occurs residents in dorm room will be evicted. The resident expressly agrees that termination of his/her employment constitutes termination of this Dorm Agreement and termination of the resident’s right of tenancy, effective 4:00 p.m. the day after the resident’s final working day. The resident further expressly agrees to surrender all related materials of employment, including, but not limited to uniforms, ID passes, keys, and badges at the end of the last working day. Upon termination of this Dorm Agreement and/or resident’s right to tenancy under any provision of this Dorm Agreement, the resident shall surrender possession of the dorm room to the Sun Valley Company and remove at resident’s expense, all of resident’s personal property from the dorm room and dormitory properties. If resident fails to surrender possession of the dorm room belonging to Sun Valley Company after two days notice of termination to resident, Sun Valley Company may declare the Dorm Agreement and resident’s right of tenancy forfeited and re-enter and re-let the premises.

**EVICCTIONS:** If an employee is terminated or evicted you will have until 4:00pm to move out of Employee Housing and may be served with a No Trespassing for dorms or all of Sun Valley’s properties. This will depend on the circumstance of why the resident is being evicted. **You will not be allowed to return to the dorms unless approved by all members of the dorm committee.**

**TERMINATION OF RENT:** Daily rent rate will continue to be charged until dorm key is returned. Within 24 hours of vacating a dorm room the resident must return their dorm key to Dorm Manager. There will be a **\$100.00 charge** deducted from the employees’ final paycheck for keys not returned. You are responsible to check out of your dorm room not your manager. If dorm room is not clean you may have \$50.00 to \$100.00 deducted from your final pay-check.

**NON-WAIVER:** No waiver of any provision of this Dorm Agreement shall be effective unless it is in writing.

**CHOICE OF LAW:** This Dorm Agreement shall be construed and interpreted pursuant to the laws of the state of Idaho.

**ATTORNEY FEES:** In any dispute arising out of this Dorm Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs.

**I HAVE READ, UNDERSTAND AND AGREE WITH THE OBLIGATIONS IN THIS DORM AGREEMENT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Do not e-mail or mail this form. It must be signed and handed in when you check in.