

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

## HOUSING AGREEMENT

### EMPLOYEE HOUSING DORM AGREEMENT 2018/2019

NAME	S.S.NUMBER	
DEPARTMENT	CHECK-IN DATE	
DEPOSIT	RENT RATE	DORM RM.

Welcome to the Sun Valley Company. We are delighted that you have chosen to work and live in Sun Valley. As your employer and housing manager, we are committed to providing you a comfortable, clean, and safe living and working environment. Sun Valley Company is pleased to offer employee housing subject to certain conditions and based on availability. Sun Valley Company owns and manages its dorm-style housing units, as well as a few off-property apartments, for the benefit of its employees. Residence in the Sun Valley Company housing complex is a privilege extended to eligible employees, and as such, we expect all residents renting units to treat each other with courtesy and respect and to use the facilities responsibly. □

As your employer, Sun Valley Company has certain responsibilities to you. Likewise, as a dorm resident, you have responsibilities to the Company, its property and facilities, and to your co-workers and neighbors. **Please take the time to review this Housing Agreement carefully.** It is important that you become familiar with your rental obligations and the guidelines which have been set out for the well-being and safety of all residents. Violations and/or abuse may result in termination of this Housing Agreement and your rights to tenancy, and lead to your eviction from Sun Valley Company Housing. Please be aware that cameras are located in all public dorm areas for security purposes.

1. **TERM:** The term of this Housing 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 Housing Agreement applies as long as you are working for the company and are living in the dorms.

2. **RENT:** Rent will be deducted directly from your paychecks, **bi-weekly**. If you have any questions about this, please ask the Housing Office. It is your responsibility to check your pay stubs for any deductions being made by the Sun Valley Company. If you find that your rent is not being deducted from your paychecks, you must report this to the Housing Office immediately so that the problem can be corrected. You will still be responsible for any accumulated rent that has not been deducted, and Sun Valley Company will deduct the arrears amount on the following pay period. Rent will be charged bi-weekly on a **per-day** basis; deductions will begin when you receive the key to your dorm room and will end the day your key is returned to the Housing Office. It is your responsibility to fill out your Checkout Form and hand in your dorm key, along with your bedding, to the Housing 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 their assigned rooms in good condition. If you find anything amiss with your room when you check in, you are required to report any needed repairs to the Housing Office within one week of this agreement; if you do not do so, you will be charged for these repairs at the time of your departure. Any damage to the dorm rooms, such as holes in the walls or ceilings, soiled mattresses, stained carpets, cigarette burns/odor, missing or broken screens, broken windows, etc., are the responsibility of the residents. **ALL CLEANING AND**

REPAIR CHARGES WILL BE DEDUCTED FROM THE DORM RESIDENT'S DEPOSIT AND FINAL PAYCHECK. Please note that you must report all damages to your dorm room, even if you were not the person who caused the damage. If the resident who caused the damage comes forward and takes responsibility for his/her actions, the damage fees will be deducted from that person's paycheck. If there is more than one person in a room and no one takes responsibility for the damages, the cost will be divided among all the residents assigned to that dorm room. Residents are responsible for leaving the room clean and in good condition at the time of departure. □

**3. DORM CHECKS:** You are required to keep your room clean and organized at all times. Dorm checks for each room will be conducted as needed. These inspections are conducted by management and/or the Security department to ensure the safety of our residents, to check on the status of room upkeep and cleanliness, and to confirm compliance with the terms and conditions of this Housing Agreement. Failure to maintain and clean your room or personal area may result in the termination of your right to tenancy and lead to subsequent eviction (management will determine eviction time and date on an individual basis). Inspections may occur on any day, at any time. Dorm inspections will always be conducted by two people who are selected at the discretion of management; this may include law enforcement personnel accompanied by animals trained in drug detection. Sun Valley Company is committed to maintaining a safe, drug-free environment for its employees and will investigate reports of violations of Sun Valley Company policies and dorm rules, as well as possible violations of the 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 working a minimum of 30 hours per week for Sun Valley Company. 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. Job performance and dorm upkeep will be a major factor in the privilege of 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. Sun Valley Company reserves the right to move residents in Employee Housing from one location to another.

### **RULES AND RESPONSIBILITIES:**

*The following employee housing rules and regulations have been adopted for the purpose of creating a harmonious living environment for people of many different backgrounds and cultures. Violation of these rules will constitute an Event of Default and, as such, may result in termination of your right of tenancy, your subsequent eviction, and/or loss of your job. Copies of warning notices will be distributed to you and your department manager, and a copy will be placed in your personnel file.*

1. **You must be 18 years of age or older** to live in the dorms. Employees must carry their Employee ID badge at all times. Residents must identify themselves to Security and/or management when asked to do so.
2. Employees who own or rent any type of home, apartment or condo in Ketchum, Hailey or Bellevue are not eligible to rent a unit from Sun Valley Company. Requests for exceptions to this policy will be considered on a case by case basis.
3. Neither smoking nor vaping is permitted in the dorms or in any unauthorized smoking areas. Please inquire about designated smoking areas as needed.
4. The use or possession of drugs or drug paraphernalia is strictly prohibited in the dorms or on Sun Valley Company premises. Any prohibited substance found on premises will be immediately confiscated and turned over to the Sun Valley Police Department. Any individual found to be in possession of a controlled or illegal substance or drug paraphernalia during the course of a dorm check or through any other means may be immediately arrested and terminated and could face prosecution. This Dorm Agreement and the resident's rights to tenancy may immediately terminate.
5. No firearms, knives, or dangerous weapons are allowed in dorm rooms or on premises at any time. Violence of any kind will not be tolerated and is grounds for immediate eviction and

termination.

6. As a courtesy to all residents, dorm areas must be a quiet zone at all times. Some employees have night shifts and sleep during the day; others have very early morning shifts and choose to sleep early. As such, noise levels must be at an appropriate level at all times and cannot disrupt other employees.
7. No parties or gatherings are allowed in or around the dorms at any time. Holidays are no exception.
8. Common area occupants are asked to keep noise levels down at all times. No alcohol is allowed in the common areas.
9. Visitor policies are strictly enforced for the safety and well-being of all. Visitors are not allowed in the dorm areas between 10:00 pm and 8:00 am (**no overnight guests**). No visitors are allowed in your dorm room while you are not present. If a guest is found in your room when you are not present, you will be given a warning. If the problem persists, you may be disciplined, up to or including eviction. Your friends or guests are not permitted to stay/sleep in vehicles on Sun Valley property. **Babysitting is not allowed in any dorm facility.**
10. Men visiting women's dorms are not permitted to use the women's restrooms, and women visiting men's dorms are not permitted to use the men's restrooms.
11. **Harboring an evicted or terminated resident is strictly prohibited;** you also may be evicted or terminated if a non-resident/non-employee is found in your dorm room.
12. Please use courtesy when using the restrooms and common areas, and respect the **DO NOT ENTER** signs when dorm cleaners are cleaning bathrooms. Please limit cell phone use in the hallways. □
13. Bikes must be kept outside and may not be stored in rooms. (Bike racks are available outside the dorms for your convenience.) Other items which may not be stored or kept in the dorm rooms include rollerblades, skateboards, scooters, skis, snowboards, candles, incense burners, heating lamps with wax (these may spill and damage carpets), and propane tanks. □
14. Electrical appliances must be approved in advance by the Housing Office. **Cooking is not permitted in the dorm rooms.**
15. In order to avoid damage to walls, we cannot allow pictures taped to or nailed on any walls or doors, inside or out. Further, sexually explicit artwork, images, or signs (including nudes), as well as items depicting or promoting alcohol or drugs, are prohibited in the rooms. Hanging objects from the ceiling or blinds in a dorm room is not permitted, nor may items be placed or stored on window sills (this includes fans, food, liquids, socks, or shoes).
16. For their own safety, residents are responsible for becoming familiar with the location of fire exits in their building.
17. Please remember to carry your key with you at all times. In the event that you are locked out of your dorm room, Housing Office personnel or a Security team member may unlock the door for you.
18. **NO PETS** are allowed in any dorm buildings, condos or apartments, or elsewhere on Sun Valley property. This policy extends to fish, birds, dogs, cats or any other pet.
19. **Furniture may not be moved in or out of your dorm room.** Unauthorized items found in dorm rooms may be considered stolen property and will be confiscated. Please do not use rooms as a storage unit.
20. You are responsible for keeping your room neat and clean, and washing your sheets, pillowcases, and blankets as needed.
21. Personal vehicles must have a parking permit, which can be obtained from the Human Resource Office. Employees Residents/Non-residents are not permitted to park personal RVs, campers or trailers on Sun Valley Property. Sun Valley does not have vehicle hookup facilities of any kind. Due to limited parking space for employees, each resident is allowed no more than one vehicle.

**TERMINATIONS: The resident expressly agrees that termination of his/her employment constitutes a 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 the 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 the

resident's personal property from the dorm room and dormitory properties. If the resident fails to surrender possession of the dorm room belonging to Sun Valley Company after two days' notice of termination to the resident, Sun Valley Company may declare the Dorm Agreement and resident's right of tenancy forfeited and re-enter and re-let the premises. □

**EVICTIONS: If an employee is terminated or evicted he/she will have until 4:00 pm 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 circumstances and reasons for the resident's eviction. An evicted resident will not be allowed to return to the dorms unless approved by Management.**

**TERMINATION OF RENT: There will be a \$50.00 charge deducted from the employee's final paycheck for keys not returned. If an apartment/dorm room is not clean, the employee may have \$50.00 to \$500.00 deducted from his/her final paycheck. Departing residents must fill out the Checkout Form, hand in keys and all bedding, and clean their dorm room in order to receive a refund of their deposit. This is the employee's responsibility -- not their manager's or supervisor's responsibility.**

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: \_\_\_\_\_

E-mail or Phone # \_\_\_\_\_

**Do not e-mail or mail this form. It must be signed and handed in when you check in to employee housing and you receive your key.**

\_\_\_\_\_  
Housing Director Signature

\_\_\_\_\_  
Date