

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

## HOUSING AGREEMENT

### SUN VALLEY COMPANY EMPLOYEE HOUSING DORM AGREEMENT 2018

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

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 Housing Agreement it is important that you become familiar with your rental obligations. Violations and/or abuse may result in termination of this Housing Agreement, your rights to tenancy, and your eviction from the Sun Valley Company Housing. 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 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 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 Manager. If you find that your rent is not being deducted from your pay checks 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 fill out your Check-Out-Form and hand in your dorm key plus bedding 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 mattresses, stained carpets, cigarette burns/odor, removal of screens, broken windows, 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 within one week of this agreement 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 person’s 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. 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 Housing 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.**  
**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. 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 alone or past 9:00pm / before 8:00am. Parent must be present during visiting hours if a child/minor are visiting family/friends in employee housing, there is **no babysitting allowed in any dorm facility.**
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.
9. You are not allowed to rent a unit from Sun Valley Co. if you own/rent any type of 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 phone ext.
11. No bikes in your rooms or in hallway, bikes must be kept outside. No rollerblades, skateboards, scooters, skis, snowboards in dorm halls. No candles, incense burners, no heating lamps with wax in dorm rooms, this may spill and damage carpet. No propane tanks in rooms.
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; you are not allowed to tape or nail anything on your doors inside or out. This leave holes and rips the paint off when you do remove your items. 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 this is a fire hazard.
14. **You are not allowed to harbor evicted or terminated residents;** you may also be evicted or terminated if a non-resident/non-employee is found in your dorm room.
15. Electrical appliances must be approved by the dorm manager. **You are not allowed to cook in your dorm room unless you have a kitchen in your apt.** *you may heat food up with the consent of your fellow dorm roommates as long as there are no complaints. You are not allowed to wash your cookware in the bedroom sinks this clogs the sinks.*
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 may 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 Housing Mgr. Dorm Supervisor or Security may unlock the door for you.
19. Residents must identify themselves to security and/or management when asked.
20. TV room occupants are to keep noise level down at all times. Visiting area will be at the Place for all employee residents; TV rooms will be closed by 11:00 pm in Moritz, Idaho & Boise may be sooner if there are complaints from other residents. **Pool table room and Wt. Room hours are 6:00am - 10:00pm.** The Place gathering area will stay open until 12:30am for employees only, I.D. card must be visible at all times or you will not be allowed to be in this area. If there is a noise level complaint from residents above this area security has options to close earlier. No alcohol allowed in this area.
21. **NO PETS** allowed in any dorm buildings, condos, or apts. No pet sitting in any building that belongs to SV property, this includes, fish, birds, dogs, cats or any other pet.
22. **You are not allowed to move furniture in or out of you dorm rm.** You may **not** take beds out of dorm rooms or place against a wall 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**
24. Personal vehicle must have a parking permit, please request a parking permit from the Human Resource Office. Employees Residents/Non Residents are not allowed to park personal R.V., camp trailers, trailers on Sun Valley Property. You are not allowed to have any type of hookups to any of Sun Valley Property facilities. One vehicle per resident is allowed due to limited parking space for employee residents.
25. Evicted employees/residents are not allowed to park vehicle on Sun Valley Property for living/sleeping purpose, this may lead to termination of employment and a No Trespassing
26. 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.
27. 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. You must use pillow cases and sheets on your bed during your stay in dorms. **If mattress becomes very filthy from no sheets or stains you will pay mattress fee of \$100.00 for twins \$250.00 for queens/kings.** 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.

**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 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 hand in paperwork and key for rent to stop. There will be a \$50.00 charge deducted from the employees' final paycheck for keys not returned. If apt./dorm room is not clean you may have \$50.00 to \$500.00 deducted from your final pay-check. You must fill out the Check-Out-Form, hand in keys, hand in your bedding and clean your dorm room to receive a refund. This is your responsibility not your managers or supervisors.

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 Directors Signature

\_\_\_\_\_  
Date