This Housing Agreement (“Agreement”) is made between the Sawtooth Interpretive & Historical Association (“Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”). This Agreement outlines the terms and conditions under which the Employer provides seasonal staff housing to the Employee in Stanley, Idaho, as a benefit of employment. The housing is Employer-owned, separate from the workplace, and consists of a private or shared bedroom for the Employee with shared common areas and bathrooms.

## **1. Term of Occupancy**

**Occupancy Period**: The Employee’s housing occupancy shall begin on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Start Date”) and continue for the duration of their seasonal employment with SIHA, unless terminated earlier under this Agreement. The exact end date of occupancy will be determined based on the end of the Employee’s work assignment and communicated in writing by the Employer when known.

**At-Will and No Tenancy**: The Employee’s right to occupy the housing is contingent on active employment and is at-will, meaning it may be terminated by the Employer or Employee at any time, with or without cause. This housing is a privilege of employment and does not create a landlord-tenant relationship; the Employee has no expectation of continued occupancy beyond their period of employment.

**Vacating upon Employment End**: If the Employee’s job is terminated – whether voluntarily (e.g. resignation) or involuntarily (e.g. dismissal) – the Employee must vacate the housing promptly. In general, the Employee should vacate within 2 day(s) after the last day of employment (or immediately if instructed by the Employer in exigent circumstances). Any extension of stay after employment ends must be approved by the Employer. If the Employee intends to leave the housing before the End Date while still remaining employed, the Employee should give the Employer at least one week’s notice before leaving premises. Employee shall complete a check-out walk through with the Employer.

## **2. Premises and Use of Housing**

**Housing Provided**: The Employer provides the Employee with housing at 1 Sessions Dr, Stanley, Idaho, consisting of a shared accommodation owned by the Employer (the “Premises”). The Premises includes a private or shared bedroom assigned to the Employee and shared common areas (such as kitchen, living areas, bathrooms, and laundry facilities) which are shared with other staff residents. The Premises and any furniture or appliances provided are the property of the Employer. The Employee shall not remove any Employer-owned furniture or appliances from the Premises and shall use all such items with care.

**Authorized Occupant**: The housing is provided only for the Employee. No other person(s) are authorized to reside in the Employee’s room or at the Premises overnight. The Employee shall not assign, sublet, or transfer any rights to this housing to any other person – any attempt to do so is void and may result in immediate termination of this Agreement.

**Residential Use Only**: The Employee shall use the Premises only for personal, residential purposes. The housing is provided to support the Employee’s residence during the period of employment; any commercial, unlawful, or unauthorized use is prohibited. The Employee shall not operate any business from the Premises and shall not use the address of the Premises for any business or permanent residency purposes beyond the term of this Agreement.

**Compliance with Laws and Conduct**: The Employee must comply with all applicable laws, ordinances, and regulations as well as Employer rules and conditions, while on the Premises. The Employee shall not use the Premises for any illegal purposes (such as using or storing illegal drugs) and shall not engage in or permit any activity that violates law or local ordinances. The Employee also agrees not to commit waste (i.e. damage or serious neglect of the property) or create any nuisance or disturbance. The Premises shall be kept quiet and orderly, so as not to interfere with or disturb other residents or neighbors or. Any conduct that violates the law or seriously disrupts other residents can result in immediate termination of this Agreement as outlined in [Section 8](#_5on7hm5ozzkt).

**Restricted Access**: Staff residents are not permitted to enter any other buildings or areas on the property beyond the shared bunkhouse space designated for staff housing, unless approved by the Employer. This includes any unassigned rooms, storage areas, utility spaces, or other structures unless explicitly authorized by the Employer. Entry into these areas without permission may be considered a violation of this Agreement.

## **3. Rent and Utilities**

**Rent:** The Employee is not required to pay rent for the use of the housing. The housing is provided by the Employer as a benefit and condition of employment. Because no rent is charged, the Employee understands that the housing may be withdrawn if employment ceases or if this Agreement is terminated due to violation of its terms.

**Utilities:** The Employer shall cover all standard utilities for the Premises at no cost to the Employee. This includes electricity, heating, water, and basic trash removal. If the housing includes internet service or other amenities provided by the Employer, those too are provided without charge to the Employee. The Employee agrees to use all utilities and services responsibly and not negligently waste resources (e.g. avoid excessive water or energy use). Any utilities not provided by the Employer (for example, personal phone service) shall be the Employee’s responsibility.

**No Security Deposit:** No security or damage deposit is required from the Employee for this housing. However, the Employee shall be held responsible for any damage to the Premises beyond normal wear and tear, as detailed in [Section 6](#_d1wr408aefmz) of this Agreement. The absence of a deposit does not relieve the Employee from the obligation to take good care of the property and to reimburse the Employer for damages or excessive cleaning costs if the Employee causes such conditions.

## **4. Housing Rules and Resident Expectations**

To ensure a safe and pleasant living environment, the Employee (also referred to as “Resident” in this section) agrees to abide by the following housing rules and expectations. Failure to follow these rules may result in disciplinary action or termination of housing privileges as described in [Section 8](#_5on7hm5ozzkt). By initialing or signing this Agreement, the Employee acknowledges these rules:

* **Cleanliness & Housekeeping:** The Employee must keep their private room clean and sanitary, and share responsibility with other residents for keeping all common areas (kitchen, bathroom, living room, etc.) clean and tidy. Dishes should be washed promptly after use, food properly stored, and trash disposed of in designated receptacles. The Premises should be maintained in a condition of good order, cleanliness, and hygiene at all times. The Employer may post or provide a cleaning schedule or checklist for shared spaces, and the Employee agrees to cooperate with any assigned routine cleaning duties or schedules. Trash must be regularly removed to the outside bins and not allowed to accumulate. If the Employer provides any cleaning supplies or equipment, the Employee should use them appropriately and notify the Employer if repairs are needed. Cleaning supplies are to be provided by the Employee.
* **No Pets:** No pets or animals of any kind are allowed in the buildings or bunkhouse at any time and no pets or animals are allowed on the Premises overnight. This includes pets belonging to the Employee or any visitor. The Employee shall not feed or harbor stray animals. (Exception: Service animals required due to a disability are not considered “pets.” If the Employee has a disability and needs a service animal, the Employee must notify the Employer and provide any reasonable documentation; such cases shall be handled in accordance with applicable disability accommodation laws.)
* **Guests and Visitors:** Overnight guests are not permitted on the Premises. The Employee may not allow any person who is not a registered resident of the housing to stay overnight in their room or in any common area. Daytime visitors (e.g. friends or family) are allowed only with prior approval of roommates (for shared spaces) and must always respect the property and other residents’ privacy. All visitors must be accompanied by the Employee host at all times and may not remain on the Premises in the Employee’s absence. Quiet hours (see below) and all other rules apply equally to any guests. The Employer or its housing manager has the discretion to further restrict or limit visitor access if such visits cause noise, crowding, or other issues. The Employee is responsible for the conduct of their guests and any damage or rule violations caused by visitors can be treated as the Employee’s responsibility. No guest may take up residence or move personal belongings into the housing.
* **Respect for Others:** The Employee shall respect the peace and privacy of all other residents. During all hours, residents should also be considerate with noise levels (conversations, music, television, etc.) so as not to disrupt others’ ability to rest or enjoy the Premises. The Employee must respect the privacy of other residents: do not enter another resident’s private room without permission, do not use others’ property without permission, and be courteous in shared spaces (clean up after yourself, keep personal belongings in your own area, etc.). Harassment, bullying, or any behavior that makes other residents feel unsafe is strictly prohibited. No parties or gatherings are allowed in the housing without express permission from the Employer. Socializing in groups should be kept reasonable in size and volume to avoid damage or disturbance.
* **Smoking, Vaping & Open Flames:** The housing units are non-smoking indoors. The Employee and any guests may not smoke or vape any substance (including tobacco, e-cigarettes, or otherwise) inside the private rooms or common areas of the Premises. Smoking is only permitted outdoors, on ground covered by asphalt, at least 25 feet away from any building entrance or window, and all cigarette butts must be disposed of properly in outdoor receptacles (do not litter butts on the ground). No incense, candles, or any open flames are allowed inside the housing, due to fire hazard. The Employee shall not disable or tamper with smoke detectors or other safety equipment; doing so is a serious safety violation and may result in immediate discipline. The Employer may designate specific outdoor smoking areas if needed. The Employer reserves the right to further designate the entire property as non-smoking if necessary for safety or local regulation.
* **Alcohol and Drugs:** The use, possession, or distribution of illegal drugs or controlled substances is strictly prohibited on the Premises at all times . The Employee may not engage in any illegal drug activity in housing or surrounding property. Alcohol is permitted only for Employees who are 21 or older, and must be consumed responsibly and in moderation. Underage drinking is not allowed under any circumstance, and supplying alcohol to anyone under 21 is illegal and forbidden. Even for those of legal drinking age, alcohol use must not lead to disorderly conduct, property damage, or disturbance of other residents. The Employee is expected to drink responsibly if they choose to consume alcohol. The Employer reserves the right to ban alcohol entirely from the Premises if alcohol-related problems occur.
* **Prohibited Items and Firearms:** The Employee shall not bring onto the Premises any dangerous or illegal items. This includes but is not limited to firearms, weapons, explosives, or flammable materials that are not typical household/camping items. No firearms or weapons of any kind are allowed in the employee housing or on the property (except if an Employee is legally authorized to possess a firearm and the Employer has given specific written permission for storage, in compliance with state law – otherwise, firearms are banned on Employer property for safety). Additionally, the Employee shall not store fireworks, gasoline (other than in a properly contained fuel tank of a vehicle), propane tanks (except small propane canisters for approved devices if any), or any other hazardous chemicals in the housing. Any personal appliances or devices brought into housing must be safe and compliant with electrical codes – for example, only UL-listed electronics, no overloading outlets or using frayed cords. Space heaters or other high-wattage appliances are not allowed unless provided or approved by the Employer, due to fire risk. The Employee may not use hot plates, toaster ovens, or other cooking devices in bedrooms (cooking is only allowed in designated kitchen areas). The Employer may confiscate any prohibited items found in the housing and/or issue disciplinary action.
* **Maintenance of Cleanliness and Damage Prevention:** The Employee is expected to treat the Premises with care and keep it in good condition. Do not install or attach anything to walls, ceilings, or floors that could damage surfaces without the Employer’s permission. Only tacks and small nails may be used to hang items - no tape, drywall anchors, or sticker hooks may be used. The Employee must not alter the Premises in any significant way – no building of structures, painting, or remodeling is allowed. **Furniture and Fixtures**: The Employee shall not remove any furniture or appliances provided by the Employer from the Premises without permission. Rearranging of furniture must be done with care and not damage surfaces. If any furniture or fixture is damaged, the Employee must report it to the Employer (see [Section 6](#_d1wr408aefmz)).
* **Plumbing and Appliances**: The Employee should use all plumbing (toilets, sinks, showers) and appliances (stove, fridge, etc.) properly. Do not flush anything except toilet paper down toilets (no hygiene products or wipes) and do not pour grease down drains. If a drain is clogged or an appliance malfunctions, inform the Employer promptly. The Employee is responsible for keeping the kitchen appliances clean after use (e.g. cleaning the stove, microwave, etc., if used by the Employee).
* **Courtesy and Community Living:** Because this is a shared housing environment, the Employee agrees to be courteous and cooperative with any roommates or housemates. This includes communicating about shared responsibilities, respecting schedules (such as quiet hours or bathroom schedules), and resolving minor disputes amicably. The Employee shall secure their personal belongings and respect that others will do the same. **Privacy**: The private bedrooms are to be respected – do not enter another person’s room without permission. In common areas, be mindful of others’ privacy and comfort; for example, wear appropriate clothing in shared spaces, and do not use another’s property (like food, toiletries, devices) without explicit permission. **No Harassment or Discrimination**: The Employee must not engage in any harassment, discrimination, or hostile behavior toward other residents or neighbors on the basis of race, sex, religion, national origin, age, disability, or any other protected characteristic. All residents have the right to feel safe and welcome in the housing.
* **Reporting Problems:** The Employee is expected to promptly report any problems or damage in the housing to the Employer. This includes maintenance issues (e.g. leaks, electrical problems, appliance failures) as well as any accidents or breakages that occur. Timely reporting is crucial so that the Employer can make repairs and maintain a safe living environment. Failure to report a known issue that leads to greater damage (for example, not reporting a small leak that later causes major flooding) may result in the Employee being held responsible for the resulting damage. For emergency issues that affect safety or could cause significant damage (such as a burst pipe, fire, gas smell, etc.), the Employee should contact the Employer’s emergency maintenance number immediately (to be provided by Employer). For non-emergency maintenance, the Employee should inform the housing manager/Employer on the next working day. The Employee shall not attempt major repairs on their own, especially anything involving electrical, plumbing, structural, or appliance repair. Minor tasks like replacing light bulbs are expected of the Employee, but if the Employee is unable to do so or unsure, they should request assistance.
* **Compliance with Additional Rules:** The Employer may, from time to time, issue additional rules or guidelines for the housing (for example, rules specific to a particular property, emergency procedures, COVID-19 protocols, etc.). The Employee agrees to follow any additional written rules or posted notices provided by the Employer or its designated housing manager, so long as they are reasonable and applied uniformly to all resident staff. These additional rules will be considered addenda to this Agreement. The Employer may also schedule mandatory meetings or briefings for resident employees regarding housing issues or safety; the Employee should make a good faith effort to attend such meetings or, if unable, to obtain the information provided.

## **5. Entry and Inspection by Employer**

While the Employee has privacy in their assigned room, the Employer (or its authorized representatives) reserves the right to enter the Premises under certain circumstances, as detailed below, in a manner consistent with Employee safety and privacy:

* **Routine Inspections:** The Employer may conduct periodic inspections of the housing (including the Employee’s room and common areas) to ensure compliance with health, safety, and cleanliness standards . These inspections shall be done at reasonable times, and whenever possible the Employer will give the Employee at least 24 hours’ advance notice. The Employee is not required to be present, but it is preferred. The Employer will knock and announce themselves before entering an occupied room for inspection.
* **Maintenance and Repairs:** The Employer has the right to enter the Premises to perform necessary maintenance or repairs. Except in cases of urgent need, the Employer will attempt to give prior notice (email, text, or written) to the Employee indicating the date/time of maintenance work. By signing this Agreement, the Employee is consenting to maintenance personnel or contractors entering the Employee’s room and common areas for repair or service tasks after such notice. If an urgent repair is needed (for example, fixing a burst pipe or other emergency repair), the Employer may enter without prior notice if delay could result in damage or risk.
* **Emergencies and Health/Safety Concerns:** In case of emergency (such as fire, smell of gas or smoke, etc.), or if the Employer has a reasonable concern for health or safety, the Employer may enter the Employee’s room without prior notice. This includes welfare checks if the Employer believes the Employee or others may be in danger, or if there is reasonable suspicion of illegal activity or a serious policy violation that poses immediate risk (for example, reports of a weapon or an immediate threat). In non-emergency but serious situations, a shorter notice (such as a phone call or a knock immediately prior to entry) may be given instead of 24 hours.
* **Condition Checks upon Move-Out:** During the move-out process (see [Section 6](#_d1wr408aefmz)), the Employer and Employee shall jointly inspect the room. The Employee agrees to schedule and permit a walkthrough inspection at the end of occupancy.
* **Privacy:** The Employer will not enter the Employee’s private room without notice or consent except as outlined above. The Employer respects the Employee’s right to privacy in their living space. No routine or arbitrary searches of personal belongings will occur; any entry is limited to the purposes stated (inspection, repair, emergency, or enforcing rules when there’s cause). If the Employee has a lock on their door provided by the Employer, the Employer will have a master key or similar access for emergencies. The Employee shall not change or add locks without permission.

## **6. Maintenance, Condition, and Damage Responsibilities**

**Move-In Condition Checklist:** A Move-In Inspection/Condition Checklist will be completed when the Employee takes occupancy. Before or at the time the Employee moves in, the Employer and Employee shall walk through the private room and common areas to note the condition of the Premises. Any pre-existing damage, defects, or worn conditions (stains, dents, etc.) should be noted on the checklist. Both the Employee and the Employer will sign the move-in checklist to acknowledge the initial condition. By signing the checklist and this Agreement, the Employee acknowledges that they have examined the Premises, find it to be in good, safe, and clean condition, and accept the Premises “as is” except as otherwise noted in writing. If the Employee discovers any condition that was missed during the initial inspection, they must notify the Employer in writing within 7 days of move-in, so it can be added to the record; otherwise, it is assumed the Premises had no such issue at move-in.

**Routine Maintenance:** The Employer is responsible for routine upkeep and repairs to the structure, plumbing, heating, electrical systems, and provided appliances, except where damage is caused by the misuse or negligence of the Employee. The Employee must take reasonable care of the Premises during occupancy. This includes keeping the interior in a clean and habitable state (as noted in the Rules above) and not causing damage. The Employee is expected to perform simple tasks such as replacing light bulbs or smoke detector batteries when needed, if capable; if the Employee cannot do so, they must inform the Employer so other arrangements can be made. The Employee shall promptly notify the Employer of any condition that requires repair – for example, any failure of equipment or utilities, water leaks, broken furniture, pest infestations, or any condition that poses a health or safety risk. Notifications should be in writing (email or maintenance request form) when possible, or by phone in emergencies. The Employer will address maintenance requests in a timely manner and will inform residents of any delays or plans for larger repairs.

**Repairs and Damage:** The Employer will coordinate and pay for repairs due to normal wear and tear or due to no-fault malfunctions (e.g. appliance breaks from age). However, if damage is caused by the Employee, their guest, or due to violation of this Agreement, the Employee will be responsible for the cost of repair or replacement. “Damage” means beyond normal wear and tear – examples include: holes in walls, broken windows, torn or stained carpet, damaged furniture, fixtures torn from walls, fire damage from unattended cooking or smoking, etc. In such cases, the Employer will repair or replace the item and provide the Employee with an itemized bill or deduction (if allowed) for the cost. The Employee agrees to pay for such damage within 30 days of receiving a bill, or the Employer may deduct the amount from the Employee’s paycheck or final compensation to the extent permitted by law (with prior written authorization if required by Idaho law). Minor damages may be assessed and billed at move-out (see below). The Employee should not attempt to perform unauthorized repairs (like patching drywall or replacing flooring on their own); doing so without approval may be considered damage if done improperly. All repair work will be done by the Employer or licensed professionals arranged by the Employer.

**Cleanliness and Inspections:** As noted, the Employee must maintain the Premises in a clean and safe condition. The Employer may conduct periodic inspections (with notice per [Section 5](#_uk882cgyz21x)) to check on cleanliness, safety, and maintenance needs. If an inspection reveals that the Premises is being kept in an unsanitary or unsafe condition (e.g. excessive trash, pest infestations, health hazards, or fire hazards), the Employer will discuss these issues with the Employee and give a reasonable opportunity to correct them. Failure to promptly correct serious cleanliness or safety issues may be considered a violation of this Agreement.

**Move-Out Procedure:** On or immediately before the End Date or termination of this Agreement, the Employer shall schedule a Move-Out inspection with the Employee. Together, they will use a Move-Out Checklist to assess the condition of the room and common areas. The Employee must return the Premises in a clean, neat, and orderly condition, similar to the move-in condition, ordinary wear and tear excepted . This means the room should be “broom-clean” (floors swept/vacuumed, surfaces wiped down, trash removed) and free of the Employee’s personal property. All furniture, fixtures, and appliances provided must be present and in good working order. The Employee must also clean any appliances or fixtures they heavily used (for example, if the Employee was primarily using one bathroom or the kitchen, those should be cleaned). **Personal Belongings:** The Employee is responsible for removing all of their personal belongings by the move-out date. Any personal items left behind after the Employee has vacated shall be considered abandoned property, and the Employer may dispose of them at its discretion after giving any notice required by law. The Employer is not responsible for any items left after move-out. If the cost of removal or disposal of abandoned items is significant, the Employer reserves the right to charge the Employee for those costs.

**Damage Assessment:** During the move-out inspection, any new damage or missing items compared to the move-in checklist will be noted. The Employer will document such damages (including photos, if appropriate) and provide the Employee with an itemized list of repair or replacement costs. Normal wear and tear (deterioration from ordinary use) will not be charged, but any excessive damage or cleaning required will be the Employee’s responsibility. For example, a small nail hole might be minor wear; a large hole in the drywall is damage. A few scuff marks on a floor is wear; a large permanent stain on the carpet is damage. If professional cleaning is required beyond a normal light cleaning (such as cleaning due to smoking odors, excessive dirt, or leaving rotten food/trash behind), the Employee may be charged for that service. The Employer may deduct agreed-upon damage costs from the Employee’s final paycheck if legally permissible; otherwise, the Employee must pay the invoice within 30 days. The Employer will provide receipts or estimates for any individual repair over a reasonable amount upon request. By signing this Agreement, the Employee agrees that failure to pay for damages may result in legal action to recover costs, and the Employee may be liable for attorney’s fees and costs of collection.

## **7. Employee Liability and Indemnification**

**Personal Property & Vehicles**: The Employee acknowledges that any personal property they bring into or store at the housing is at their own risk. The Employer is not liable for loss, theft, or damage to the Employee’s personal belongings or vehicles while on the Premises, except to the extent such loss is directly caused by the Employer’s gross negligence or willful misconduct. It is recommended that the Employee secure their own renter’s insurance if they desire coverage for their personal belongings or liability. The Employer’s insurance does not cover the Employee’s personal property or personal liability for incidents in housing. The Employee shall take common-sense steps to safeguard valuables. The Employer shall not be liable for any injury to the Employee or their guests occurring on the Premises, unless such injury is a direct result of the Employer’s failure to maintain a safe environment as required by law. By accepting this housing, the Employee assumes responsibility for their own safety and that of their personal guests. The Employee agrees to hold the Employer harmless and indemnify the Employer for any claims, damages, or costs (including reasonable attorney’s fees) arising from the Employee’s or their guests’ use of the Premises, except to the extent caused by the Employer’s negligence. If the Employee causes damage to someone else’s property or person while in the housing, the Employee will be responsible for those damages.

**Behavior of Guests**: The Employee is responsible for ensuring that any guest or invitee also complies with all rules and policies. Any damage or incident caused by a guest will be treated as the responsibility of the Employee. The Employee agrees to indemnify the Employer for any claims made by or against a guest that arise from the guest’s presence or actions at the Premises when invited by the Employee.

**Insurance**: The Employer does not provide personal liability or personal property insurance for residents. The Employee is encouraged to obtain renter’s insurance (and auto insurance for their vehicle) to protect against loss or damage. In the event of any injury or damage on the Premises, the Employee should promptly notify the Employer (and their insurer, if applicable). This clause is not intended to waive any rights the Employee may have under workers’ compensation laws for injuries arising in the course of employment; it is meant to clarify that off-the-job injuries or personal property losses at the housing are not the Employer’s responsibility in most cases.

## **8. Termination of Housing Privilege**

This housing is provided on the condition of ongoing employment and compliance with this Agreement. Violation of any terms of this Agreement or termination of employment will lead to revocation of the housing privilege as described below.

**Termination upon End of Employment**: As stated, if the Employee’s employment with the Employer ends for any reason (including resignation, seasonal layoff, or termination), this Housing Agreement will automatically terminate. The Employee must vacate the Premises as outlined in [Section 1](#_gywp3gdvjkw2). The general expectation is to vacate within a very short period (usually within 24-48 hours of employment ending, unless otherwise agreed). If the Employee does not vacate timely after employment ends, the Employer may treat it as an unlawful holdover. In such cases, the Employer reserves the right to remove the Employee’s belongings and secure the Premises, and the Employee may be liable for any costs or damages resulting from the delay in vacating. Because the housing is tied to employment, no formal eviction process under landlord/tenant law is required or will apply; however, the Employer will make a good-faith effort to work with the Employee for a smooth transition out of housing whenever possible. An Employee who is terminated for cause or who quits without notice should expect to leave immediately or within 24 hours. An Employee who gives advance notice of resignation or whose seasonal term ends naturally may be allowed a brief grace period (e.g. a day or two) to move out, at the Employer’s discretion, as long as they continue to follow the rules and schedule.

**Termination for Rule Violations**: Failure to abide by the housing rules and expectations in this Agreement may result in loss of housing privileges and termination of this Agreement . The Employer will generally follow a disciplinary process for housing violations, similar to workplace discipline:

* For a minor first-time violation, the Employer may give a verbal or written warning to the Employee and an opportunity to correct the behavior.
* If the violation is serious or if it is a repeat offense, the Employer may issue a final warning or decide to terminate the housing provision. Only one warning may be given before housing privileges are revoked in the case of repeated or serious violations.
* Certain serious violations can result in immediate removal from housing even without prior warnings. These include, for example, violence or threats towards others, significant property damage, the presence of illegal drugs or weapons, tampering with safety equipment, or any dangerous or flagrantly unlawful conduct. In such cases, the Employer has the right to demand that the Employee vacate the housing immediately. Such misconduct may also result in immediate termination of employment.

If the Employee violates the Agreement, the Employer will, when feasible, provide a written notice specifying the violation and any corrective action or stating the termination of the Agreement. If the Agreement is terminated for cause (violation), the Employer may terminate the Employee’s right of occupancy with as little as 24 hours notice (or less in extreme emergencies). The Employee will still be expected to vacate promptly as stated.

**Disciplinary Procedures**: Any disciplinary actions related to housing will generally be documented. The Employee may be subject to the Employer’s standard disciplinary procedures (e.g. write-ups, meetings, etc.), but the Employer reserves the right to remove the Employee from housing prior to completion of any multi-step process if the situation warrants (for instance, if the Employee’s presence is an immediate threat to others or property). Removal from housing for violating this Agreement may be done independently of or in conjunction with any disciplinary action on the job. Serious housing violations may be treated as employment misconduct and could lead to termination of employment as well. The Employee will have the opportunity to discuss or respond to any allegations of rule violations as per the Employer’s policies.

**Abandonment**: If the Employee abandons the job or the housing (meaning the Employee leaves without notice and does not return), the Employer will consider the Agreement terminated. The Employer will secure the Premises and may pack up the Employee’s belongings. Those belongings will be handled in accordance with the abandoned property policy ([Section 6](#_d1wr408aefmz)) and any applicable law. The Employee agrees that any absence of 5 days without notifying the Employer may be treated as abandonment of the housing.

**Housing Reassignment**: The Employer reserves the right to relocate the Employee to a different room or housing unit arranged by the Employer if necessary for operational reasons or if the current housing becomes unsuitable (for example, if repairs are needed, or to separate incompatible roommates). In such case, the Employer will give as much notice as possible and will provide alternative housing of comparable quality. The terms of this Agreement will continue to apply to the new housing location. The Employee’s signature on this Agreement applies to any alternate Employer-provided housing during the term of employment.

## **9. General Provisions**

**Condition of Premises**: The Employee acknowledges that they have inspected the Premises (or had the opportunity to do so) and accepts it in good, clean condition with all equipment and fixtures in working order, except as noted on the move-in checklist. The Employee’s signing of this Agreement or taking possession of the room is conclusive evidence that the Premises is in satisfactory condition, except for any deficiencies documented at move-in. The Employee agrees to keep the Premises in good condition and return it in like condition, minus normal wear.

**No Waiver**: The failure of the Employer to enforce any provision of this Agreement in one instance shall not be considered a waiver of the Employer’s right to enforce the same provision in the future. No waiver by the Employer of any breach shall be effective unless in writing, and no waiver of one breach shall be construed as a waiver of any subsequent breach.

**Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, as they may apply to employer-provided housing. Both parties agree that any legal action related to this Agreement shall fall under the jurisdiction of Idaho state courts. (Venue for any disputes will typically be in the county where the housing is located or where the Employer’s principal office is located, unless otherwise required by law.)

**Entire Agreement**: This Agreement constitutes the entire understanding between the Employer and Employee regarding the provision of housing as a condition of employment. It supersedes any prior or contemporaneous oral or written agreements or representations on this subject. Any modifications to this Agreement must be in writing and signed by both the Employee and an authorized representative of the Employer. No verbal modifications or side agreements will be recognized.

**Severability**: If any provision of this Agreement is found to be invalid or unenforceable by a court or relevant authority, the remainder of the Agreement shall not be affected and will continue in full force and effect. The invalid provision shall be interpreted or reformed to the minimum extent necessary to make it enforceable, or, if that is not possible, it shall be severed from this Agreement, and the rest of the Agreement will remain valid.

**Attorney’s Fees**: In the event that any dispute arises out of this Agreement and it leads to legal action, the prevailing party in such action shall be entitled to recover its reasonable attorney’s fees and court costs from the other party, in addition to any other relief awarded (unless prohibited by law or agreed otherwise in a settlement).

**Headings**: Section headings in this Agreement are for convenience and reference only and shall not affect the interpretation of any provision.

**Opportunity to Review**: The Employee acknowledges having the opportunity to read and ask questions about this Agreement. If desired, the Employee may consult with an advisor or attorney before signing. By signing below, the Employee indicates that they understand and agree to the terms and conditions of this Housing Agreement.

## **10. Signatures and Acknowledgement**

IN WITNESS WHEREOF, the parties have executed this Seasonal Staff Housing Agreement as of the dates written below.

Employee Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Employer Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **SIHA Staff Housing Move-In / Move-Out Checklist**

**Resident’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Room #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date of Move-In:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date of Move-Out:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Condition Codes: A= Acceptable D= Dirty M=Missing NR=Needs Repair NA=Not Applicable

### **Bedroom**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Condition Move-In** | **Condition Move-Out** | **Notes**(Damage, Missing, Cleaning Needed) |
| Bed Frame/Mattress |  |  |  |
| Dresser/Storage |  |  |  |
| Desk & Chair |  |  |  |
| Window(s)/ Screen(s) |  |  |  |
| Light Fixture & Bulbs |  |  |  |
| Door & Lock |  |  |  |
| Walls/Ceiling (marks, holes) |  |  |  |
| Floor/Flooring |  |  |  |
| Cleanliness Overall |  |  |  |

### **Shared Areas** (KITCHEN, LIVING, BATHROOM, LAUNDRY, ETC.)

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Condition Move-In** | **Condition Move-Out** | **Notes**(Damage, Missing, Cleaning Needed) |
| Refrigerators |  |  |  |
| Stove/Oven |  |  |  |
| Microwave |  |  |  |
| Kitchen Sink/Faucet |  |  |  |
| Pots/Pans |  |  |  |
| Dishes/Utensils |  |  |  |
| Cabinets/Shelves |  |  |  |
| Table & Chairs |  |  |  |
| Couch/Seating |  |  |  |
| Bathroom Fixtures (Toilet, Sink) |  |  |  |
| Showers |  |  |  |
| Mirrors & Towel Racks |  |  |  |
| Trash/Recycling Bins |  |  |  |
| Floors & Rugs |  |  |  |
| Overall Cleanliness |  |  |  |

### **Utilities & Safety**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Condition Move-In** | **Condition Move-Out** | **Notes**(Damage, Missing, Needs) |
| Fire Extinguishers |  |  |  |
| Smoke Detectors |  |  |  |
| Lights & Outlets |  |  |  |
| Heaters |  |  |  |
| Internet/Phone | N/A |  | We are working on access. lg |

### **Notes / Concerns (For Maintenance or Follow-Up)**

**Resident Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date:** \_\_\_\_\_\_\_\_\_\_\_

**SIHA Representative:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date:** \_\_\_\_\_\_\_\_\_\_\_