



Employee Housing Agreement The Lodge at Breckenridge

Employee: _____ (“Employee”) Employee ID: _____
Print Full Name 6-digit #

Date of Agreement: _____ Move in Date: _____

Guest Services, Inc. dba The Lodge at Breckenridge (“Company” or “Employer”) provides employee housing (“Housing”, or “Premises”) only for its employees. Employees must be 18 years of age or older and work at least 30 hours per week in order to qualify for housing.

- Housing Units are furnished with basic furniture (bed, dresser, and closet). Free laundry facilities are located on site for your use. One TV is located in the employee lounge area.
- Housing Units are shared units. Room assignments are assigned by management. Room assignment requests are not guaranteed.
- Employee is responsible for their own bedding, pillows, towels, and bath/personal hygiene amenities.
- The employee kitchen area is supplied with a refrigerator, stovetop, conventional oven, and microwave.

This Employee Housing Agreement (the “Agreement”) is entered into between Company and the above listed Employee.

1. **Occupancy Period:** This Agreement grants the Employee housing while employed by the Company and is subject to the terms of this Agreement. This privilege is an incident of employment and housing may be terminated if the Employee does not follow all the terms of this Agreement.

2. **Value of Employee Housing:** Housing is provided by the Company. Employee’s right to occupy the Housing is not considered a tenancy and will terminate at the end of the Employee’s employment. Employee will pay \$230.77 per pay period for Housing as an amenity fee.

A **\$50.00** housing deposit will be taken from the Employee’s first paycheck to cover any repairs, missing items, or cleaning fee. If damage/missing items or cost of cleaning exceeds \$50.00 the Employee will be required to pay the difference.

_____ (Initial here) Employee's initials represent agreement to have a \$50.00 deposit taken from first paycheck.

3. **Termination of Right to Occupancy:** This Agreement is deemed "at-will" and may be terminated by either the Employer or the Employee at any time, with or without cause. Employee's right to housing is not considered as tenancy for any period whatsoever.
- a. **Occupancy of Housing:** shall terminate immediately upon termination of employment, regardless if the termination was voluntary or involuntary.
 - b. **Leave of Absence:** At the discretion of the Employer, Housing may be terminated if the Employee stops working for an extended period of time (such time as to be determined by Employer) due to absence, whether paid or unpaid.
 - c. **Payment Obligations:** A Leave of Absence, termination of this Agreement or abandonment of the premises by the Employee shall not release the Employee from paying any obligations under this Agreement.
 - d. **Seasonal Housing Only:** Unless terminated earlier according to the provisions contained herein, this Agreement shall automatically terminate six (6) months from the Move In Date above.

4. **Employee Housing Rules**

- **Smoking or Vaping:** All Company housing units are non-smoking. Smoking is not allowed within 25 feet of any building entrance, including but not limited to decks and porches. It is the smoker's responsibility to ensure that no butts are found on or under decks, on sidewalks, ground, or in the parking area. All butts must be put in the unit's receptacles.
- **Use of Marijuana:** Use or possession of marijuana in any form is not allowed on Company property.
- **Housing assignments:** Housing assignments are made by Management and may not be changed without prior written approval. If you are sharing a room, please maintain a clear egress from the room so all can exit safely. Keep your room neat, clean, and organized. Be respectful of others.
- **Drugs/Alcohol:** The Company strictly prohibits all illegal drugs on Company property. Underage drinking (must be 21 or over to consume alcohol) is also prohibited on all Company property, including but not limited to Housing. Alcohol may only be consumed in Employee Housing and only by individuals 21 or over and only in the Employee's own room.
- **Cooking:** Cooking is not allowed in Housing except on stoves installed by the Company in kitchen areas. Cooking is not permitted in Employee rooms. Any food kept in Employee Housing must be kept in sealed containers to prevent rodent intrusion. All dishes and kitchenware must be cleaned immediately after use.
- **Electrical Extensions:** All electrical extension cords must be no more than 6 feet long; have no more than 4 receptacles; and have a UL approved stamp.

- **Exteriors of Housing:** No indoor furniture from Housing is to be left outside. Residents may not remove screens. The cost of damaged screens will be deducted from the housing deposit.
Quiet hours: 10pm – 7am. Be respectful of others living in Company Housing and Guest Lodging nearby. Volume of music, talking or other activities should be limited so as not to be heard by other residents between the hours of 10pm and 7am, and should be kept to a reasonable volume during the day as not to disturb others.
- **Trash & Cleanliness:** employees are responsible for disposal of their trash in the dumpster provided. The Lodge will supply cleaning products. A cleaning schedule is provided by the Housing Supervisor.
- **Laundry:** Laundry facilities are included at no extra cost. Employees should not leave laundry in machines for prolonged periods. Employees must clear dryer vents after each load. Employees are responsible for their own washing supplies (detergent, fabric softener, dryer sheets, etc.).
- **Fitness and Spa Center:** this area is for guest use only.
- **Non-employees:** Visitors are not permitted in Housing between 7pm and 8am. No overnight visitors are allowed. Daytime visitors must be in the presence of their host at all times. Shared rooms must have permission from their roommates in order to have other employees or outside visitors in the room.
- **Parties:** Large or loud gatherings in and around Housing are not permitted, except for company sponsored employee events.
- **Inspections:** Regular Housing inspections at least twice monthly will take place to ensure cleanliness and that fire, health, and safety standards are met. Employees are required to always keep units in a clean and sanitary manner, not just for inspections. Keep doorways and exits unobstructed at all times.
- **Fire suppression system:** Covering, blocking, removing, or tampering with smoke detectors or intentionally setting off fire alarms may result in immediate dismissal and possible legal actions.
- **Interior of Housing:** Do not install hooks, nails or screws or any other similar device or otherwise deface walls, ceilings, floors, doors, or windows. Do not hang anything from piping, or sprinkler heads.
- **Weapons:** Employees are prohibited from the possession of any dangerous weapons on Company property. This includes, but is not limited to firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm.
- **Open flame:** Smoking, burning incense, candles, and open flames of any kind are strictly prohibited in all buildings on property. Smoking is permitted only in designated outdoor areas.
- **Pets:** No pets of any kind (animals, birds, reptiles, fish, etc.) are permitted in Housing or on the Premises at any time.
- **Personal vehicles:** Having your personal vehicle on the premises must be authorized by management. Vehicles must be parked in the back lots. Vehicles must be registered with management. No repair work may be done on vehicles on company

property.

Failure to abide by any and all Housing Rules may result in the loss of Housing privileges and the termination of this Agreement. Depending on the severity, it could also result in termination of employment. Only one warning will be given before Housing privileges are revoked and this Agreement terminated.

5. **Employee Conduct:** Employees shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the Premises, commit waste or nuisance, annoy, or interfere with any resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
6. **Repairs:** It is the Employee's responsibility to put in a work order or make management aware if repairs are needed to their Housing.
Departure: Employee must leave the Premises in a neat, broom swept conditions with all furniture, fixtures, and equipment in good condition and working order, normal wear and tear excepted. Employee must remove or properly dispose of all non-Guest Services owned property, including but not limited to Employee's furniture, appliances, electronics, vehicles, and other items of value. Any personal items left by Employee, including vehicles, will be treated as abandoned property and disposed of according to federal and/or state law and at the Employee's sole cost and expense.
 - a. Employees who give and fulfill at least two (2) weeks' notice may remain in Housing for one (1) additional day beyond the last day of employment.
 - b. Employees who quit without such notice will have until 4pm on the last day of employment to vacate Housing. At the discretion of the General Manager, such Employee may stay one (1) additional day beyond the last day of employment. The Employee will incur all travel expenses.
7. **Personal valuables:** The Company encourages employees to leave valuables at home and not in housing or bring a lock box to hold valuables. The Company shall not be liable for any theft, loss, damage, or destruction to the Employee's personal property.
8. **Furniture:** All furniture provided by Company must always remain on/in the Premises. If repairs are needed to the premises or its furniture, or elsewhere in the Employee Housing, it is the responsibility of the Employee to complete a work order or notify management.
9. **Entry:** The Company reserves the right to enter the Premises occupied by the Employee for the purposes allowed for entry by law, including but not limited to purposes of emergency, health, safety, maintenance, management of applicable rules and regulations. A written notice will be provided to the Employee in all cases except when there is a concern of health and safety or illegal activity.
10. **Joint Liability:** Employee understands that if other individuals reside in the Premises with the Employee, all residents are jointly and severally liable for complying with the terms of this Agreement.

11. **Insurance:** Company will not, beyond any insurance benefits which are provided in the Employee's capacity as an employee of Company or any injury incurred in the course and scope of Employee's employment, insure Employee for any personal injury or property damage, including that caused by the act or omission of any other tenant or third party or by any criminal act or activity, way, riot, insurrection, fire, or act of God. Employee shall obtain and pay for any such insurance coverage as Employee deems necessary to protect themselves from any such loss or expense to themselves or their property.
12. **Indemnification:** Employee agrees to indemnify Company against claims resulting from any injury resulting from Employee's failure to maintain the Premises as provided in this Agreement, or from Employee's acts or omissions.
13. **Condition of Premises:** Employee acknowledges that Employee has thoroughly examined the Premises and all fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot water, and cold-water supply, building, grounds, and appurtenances, and accepts the same "as is", and acknowledges that the same are in good, clean, and sanitary order, condition, and repair, unless noted to the contrary in this Agreement.
14. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.
15. **Attorney's Fees:** In an action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its attorney's fees and costs as part of any judgment.

Agreed to and Accepted on the date listed below:

Employee Name

Employer Representative Name and Title

Employee Signature

Employer Representative Signature

Date:

Date: