RED RIVER SKI & SUMMER AREA

Employee Housing Agreement 2023-24 Winter Season Rocky Mountain Manor, 708 W River St., Red River, NM 87558 Terrace Towers Lodge, 712 W. Main St., Red River, NM 87558

Subsidized housing is a privilege and is available for the duration of your employment at the Red River Ski and Summer Area. It is not a hotel, and it is not a private apartment. Your right to occupancy at the Rocky Mountain Manor or Terrace Towers is based on your continued employment with the Red River Ski Area, Inc., and your compliance with the following rules and expectations. A bed is reserved for you through the current season. There is a possibility you could be moved to a different apartment if the need arises. Only management can make the decision to move you. You cannot, under any circumstance, move to a different apartment without the approval of management. If you are sharing an apartment with a friend, then we would do our best to move that friend also. We do our best to give advance notice if an employee will be arriving in the apartment you are currently staying in, but that is not a guarantee.

Should you be terminated from your job or move out of employee housing before the end of the season, your deposit will not be refunded. The bed that was saved for you could have been assigned to an employee who was dedicated to the ski area, willing to do an excellent job, and stayed until the end of the season.

This agreement ensures that you have safe, clean, quiet, and secure accommodation during your employment at the Ski Area. If you have any problems, you should contact the Resident Assistant (RA) or Human Resources Department.

IMPORTANT HOUSING AGREEMENT FACTS:

- ❖ YOU MUST WORK FULL-TIME AT THE SKI AREA IN ORDER TO LIVE IN EMPLOYEE HOUSING.
- **❖** THE APARTMENTS ARE NOT CO-ED MEANING MALES AND FEMALES DO NOT SHARE AN APARTMENT.
- ❖ YOU ARE NOT ALLOWED TO SPEND THE NIGHT AT ANOTHER APARTMENT IN EMPLOYEE HOUSING OR HAVE ANYONE ELSE THAT IS NOT ASSIGNED TO THAT APARTMENT STAY OVERNIGHT.
- **❖** ALL ANIMALS ARE STRICTLY PROHIBITED FROM EMPLOYEE HOUSING.
- When your employment voluntarily ends or as anticipated by the seasonal nature of the business, you have 48 hours to vacate the premises. If you are terminated before the season ends, then you normally have 24 hours to vacate the premises. If something illegal is found in your apartment or anything happens that requires emergency personnel to become involved and you are terminated because of this, then you must leave employee housing immediately and your housing deposit will not be refunded to you.
- Rent payment of \$100 per week is automatically deducted from your biweekly paycheck.
- A housing deposit of \$150.00 is due upon arrival. The housing deposit will be refunded only after the apartment is inspected by management and vacated in outstanding condition (clean and free of damage). You do not have to be present for the inspection to receive your refund. If it is determined you will receive your refund, then it will be issued on the final paycheck. You must give a 48-hour notice so the inspection can be scheduled. If no notice is given of your departure, then the deposit is forfeited. If you have any questions, contact the RA or Human Resources.
- Tenants are responsible for all day-to-day maintenance and cleaning of their units.
 - Units must always be cleaned out of respect for the other tenants and will be inspected
 periodically. Inspections can be done without you being present, but that does not include
 going through personal items. By signing this agreement, you are agreeing to have your
 apartment inspected on a weekly basis.
 - 2. Consideration of your fellow tenants is essential, and all personal belongings must be kept in your unit.
 - 3. Do not take any of the furniture out of the apartment or add furniture to the apartment.
 - 4. Do not leave trash bags outside of your apartment. Take the trash to the trash bin located outside of the apartment. Common areas including walkways and grounds surrounding the building must be kept clean and free of trash.
 - 5. Do not throw cigarette butts on the ground. You will lose your deposit if you are seen littering.

- 6. The Laundry Room must be kept clean, including taking out the trash and keeping the dryer vents clean. This is a free service that can be removed at any time. It is for tenants only. Contact the RA or HR Department if someone other than a tenant is using it.
- Tenants are allowed visitors from 9 a.m. to 10 p.m. only and must be present when a visitor is onsite.
- Tenants are responsible for the behavior of their guests while in Red River Ski Area Employee Housing.
- A maximum of two visitors per household are permitted at any time.
- ❖ Minors (anyone under the age of 18) are not allowed at the Manor.
- Tenants are not allowed:
 - > Smoking indoors, including vaping, is a safety hazard that requires additional cleaning. If this rule is violated, the offending tenant could be immediately evicted.
 - > To be intoxicated outside of your apartment and the same applies to any visitors. Underage drinking is not allowed, and any employee providing alcohol to anyone underage will be evicted, and the authorities will be notified.
 - To have overnight visitors under any circumstances and this includes family.
- ❖ 10 p.m. until 9 a.m. is considered quiet time. Noise levels should be kept to an absolute minimum through these hours. Loud music and unruly behavior deemed to affect other tenants and/or neighbors or deemed too loud by the RA may result in the offending tenant's immediate eviction.
- Any acts considered illegal by the Town of Red River or by state laws committed on employee housing premises are prohibited. Consumption or sale of illegal narcotics is prohibited, and this includes Marijuana. Even though Marijuana is now legal in New Mexico the use of it is not allowed or tolerated in employee housing. If caught violating this rule, the offending tenant will be immediately evicted, and authorities will be contacted.
- Tampering with the smoke/carbon monoxide detector is prohibited. If the battery is low and the alarm is beeping, then tell the RA or HR Dept. and it will be replaced.
- ❖ Willful damage to any property will be assessed and charged to those involved. The tenant is responsible for any damage caused by a visitor. The amount owing will be based on the reasonable value of the goods, for materials required to repair and/or replace the damage, and for a tradesman's wages if necessary.
- Tenants are responsible for the security and care of all house equipment/appliances supplied by the Ski Area, including, but not limited to, furnishings, TVs, microwaves, pots, and pans. The replacement cost of any damaged or missing items will be deducted from the tenant's paycheck.
- Tenants are not permitted to make any cosmetic or structural changes to the apartments, including hanging pictures, shelving, etc. Failure to comply will be considered damage to Employee Housing.
- Tenants are not allowed to re-arrange any of the furniture or move the beds together if one is not being used.
- Please use only the bed you are assigned. The other beds in the apartment must be available for other employees.
- Any damage or maintenance problems in Employee Housing should be reported to the RA as soon as possible. The repairs will be contracted through the Ski Area and done as soon as possible.
- Guns are not allowed in Employee Housing.
- If you lose the right of tenancy in staff accommodation by eviction or termination of employment, you authorize the Red River Ski and Summer Area to deduct from monies owed to you for rent. Should you be evicted or terminated, you have 24 hours to vacate the premises, and your deposit will not be refunded to you. You must further understand that your right to use our accommodations is to be concurrent with your employment at the Ski Area. Should you be unable to pay the Ski Area for rent or damage to cover the above-stated charges that you are subject to, you agree to some or all the following actions:
 - The Red River Ski & Summer Area may seize and/or remove your personal belongings found on the lodge property and dispose of them.
 - The Red River Ski & Summer Area may bring charges of trespassing against you.
 - > The Red River Ski & Summer Area may have locks and security devices changed at your expense.

ANY BREACH OF THE ABOVE AGREEMENT MAY RESULT IN EVICTION.

If anyone has any questions throughout the season, contact the RA or the Human Resources Department.

EMPLOYEE HOUSING AGREEMENT

SIGNATURE PAGE

(MUST BE SIGNED AND RETURNED TO HUMAN RESOURCES)

I have read, understand, and received a copy of the Employee Housing Agreement. I will comply with this agreement.

Tenant:

Print Name:

Signature: