



ON-SITE HOUSING EMPLOYEE AGREEMENT

(When Employee is Required by Employer to Live On-Site)

This Agreement is entered into between PLAYA ("Employer") and

_____ and _____ ("Employees")

for the positions of

Site+Facilities Manager and Program Coordinator

The Value of the Housing: The Employee is required to live on-site. On campus housing along with water, sewer and electricity, and wi-fi is provided by Employer for Employee's use and enjoyment as a condition of employment. Employee's right to occupy the home shall not be considered as a tenancy for any period whatsoever and shall terminate upon the termination of Employee's employment. The fair market rental value of the Jubilee two-bedroom house, garage and studio/spare bedroom is currently is \$1,800.00 per month.

Termination: This Agreement is to be deemed "at-will" and may be terminated by either the Employer or Employee at any time, with or without cause. Employee's right to occupy the apartment shall not be considered as a tenancy for any period whatsoever and shall terminate upon termination of Employee's employment, regardless of whether the termination was voluntary or involuntary.

Occupancy of Jubilee house and garage/studio: Subject to the terms and conditions of the Agreement, Employer provides to Employee, as a condition of employment, the premises located at the PLAYA Property commonly known as Jubilee located at: 47561 Hwy 31, Summer Lake, OR 97640.

Acceptance of Premises: Employee has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

Quiet Enjoyment: Employee shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest 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.

Termination of Right to Occupancy: Within 7 days after the effective date of termination of Employee's employment, Employee and all other occupants of the Apartment shall vacate the unit and return possession to Employer.

Repairs and Alterations to the Unit Occupied by Employee: Except as provided by law, no repairs, decorating or alterations shall be done by Employee without Employer's prior written consent. Employee shall notify Employer in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Employee shall hold Employer harmless and indemnify Employer as to any mechanics lien recordation or proceeding caused by Employee. Employee may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of Employer. The notice shall include the name, address, and telephone number of any new telecommunication provider. Employee agrees to pay all costs resulting from the alteration and agrees to pay to Employer any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

Care, Cleaning, Maintenance and Insurance: Employee agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials. Except as prohibited by law, Employee shall keep the premises and furniture, furnishings and appliances, and fixtures, which are available for Employee's exclusive use, in good order and condition. Upon move-out, Employee agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Employee shall pay Employer for costs to repair, replace or rebuild any portion of the premises damaged by Employee, Employee's guests or invitees. Employer does not insure Employee's property. Employee is not a co-insured and is expressly excluded from any insurance policy held by Employer that is now in effect or becomes effective during the term of this agreement.

Smoking: No smoking is allowed in any buildings on PLAYA's campus, including Jubilee.

Pets: Staff living on-site are permitted to have well-behaved and cared for pet(s). Pets may not run free on campus and all animal waste must be cleaned up.

Liability: The undersigned Employee whether or not in actual possession of the premises, is liable for all obligations under this Section, and shall indemnify Employer for liability arising prior to the termination of Employee's occupancy for personal injuries or property damage caused or permitted by Employee, his or her personal guests and invitees. This does not waive the Employer's duty of care to prevent personal injury or property damage where that duty is imposed by law.

Entry: Employer may enter the premises during normal business hours for the purposes allowed for entry by an owner. The Employer will provide oral or written notice to Employee 24 hours prior to the entry of the dwelling unit.

Subletting and Assignment: No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Employee shall, at the election of Employer, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

Entire Agreement: This Agreement contains the entire agreement between the parties with respect to employment of Employee by Employer and Employee's occupancy of an apartment, and it supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in a writing specifically referring hereto and signed by both parties.

On the basis that this Agreement is entered into freely and voluntarily:

Date Employer

Date Employee