



CIC EMPLOYEE HOUSING AGREEMENT

This **CIC Employee Housing Agreement** ("Agreement") is made and entered into this between the **Catawba Island Club Corporation**, an Ohio corporation, with its principal office located at 4235 E. Beach Club Road, Port Clinton, Ohio 43452 ("CIC") and the person indicated below "Employee" as of the date listed below for the housing listed below:

Employee Name _____ Date _____

Employee home address _____

Housing location: _____ Room/unit No. _____ Move-in date _____

CIC PROVIDES EMPLOYMENT BASED HOUSING ACCOMMODATIONS FOR CERTAIN STAFF EMPLOYED AT CIC AND ITS AFFILIATED ENTITIES ("THE CLUB") THAT IS CONSIDERED PRIVILEGED BASED ("EMPLOYEE HOUSING") IN ORDER TO HELP ENSURE THAT EMPLOYEE HOUSING IS SAFE, CLEAN, AND QUIET, CERTAIN CONDITIONS, RULES AND RESTRICTIONS HAVE BEEN ESTABLISHED ("RESIDENCY STANDARDS"). IN ORDER TO BE ABLE TO RESIDE IN EMPLOYEE HOUSING EMPLOYEE MUST HAVE A CLEAR UNDERSTANDING OF THESE RESIDENCY STANDARDS, AND IF, AFTER REVIEWING THIS AGREEMENT, EMPLOYEE DOES NOT BELIEVE THEY CAN COMPLY WITH SUCH RESIDENCY STANDARDS, CONDITIONS AND EXPECTATIONS DESCRIBED HEREIN, EMPLOYEE IS FREE TO SEEK OTHER OPTIONS FOR ACCOMMODATIONS. EMPLOYEE HOUSING THAT IS SUBJECT TO THIS AGREEMENT MAY BE DIFFERENT TYPES AND STYLES SUCH AS A SHARED FREESTANDING HOUSE OR SHARED ROOMS IN A DORMITORY STYLE COMPLEX; FOR EASE OF REFERENCE, EMPLOYEE HOUSING IN THIS AGREEMENT MAY SIMPLY BE REFERRED TO AS "HOUSING" OR "HOUSE".

WITNESSETH:

WHEREAS CIC is the operating services entity for the The Club,
WHEREAS, The Club has hired Employee for employment with the Club; and
WHEREAS CIC is offering Employee Housing to Employee; and
WHEREAS Employee desires to accept Housing in accordance with this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **EMPLOYEE HOUSING IS AN ACCOMMODATION FOR A HOUSING FEE.** The housing provided by CIC is privileged based and is an accommodation of Employee's housing needs in connection with Employee's employment with The Club. Employee shall be considered "off-duty" any time Employee is at the Employee Housing that is the subject hereof and Employee agrees to remain responsible for the actions or inactions of any and all of Employee's invitees (permitted or otherwise) to the house, regardless of whether or not Employee is present at the house.

A fee of **\$80 per week** ("Housing Fee") which shall be deducted from Employee's paycheck during Employee's term of employment with CIC. Said deduction shall be in increments of **\$160.00** deducted each bi-weekly pay period. Notwithstanding, Employee shall not be considered a tenant of CIC, or the Club. Employees understand and agrees that the Employee Housing is being provided is to be used strictly as a place to sleep, shower and to spend time off work and **not for group parties or gatherings.** Club security, Club management and the Catawba Island Township Police Department ("Police Department") reserve the right, but will not be under any obligation, to monitor activities at the Employee Housing to ensure that this rule and the other terms of the Agreement are strictly complied with by Employee and other residents of the house. The Police Department has been authorized by CIC to enter the house and make inspections of the same to enforce compliance with said rule and any other local laws and ordinances which the Police Department has jurisdiction to enforce.

2. **VISITORS RULES.** Employee must request permission for parents, immediate relatives (e.g., brothers, sisters) or other out of town guests of Employee (collectively, "invitees") to make visits that are not in conflict with Section 1 above. Request must be made in writing in advance to the Housing Manager, Judy Winter, of CIC of the visit, and nature thereof, prior to arrival. The Housing Manager reserves the right to deny any such visitation request for any reason. No overnight visits by any invitees are allowed. The obligations of Employee under this Section 2 shall be in effect during Employee's permitted use of any of the Club's facilities.

3. QUIET HOURS. NOISE LEVELS AT THE HOUSE AND SURROUNDING AREAS MUST ALWAYS BE KEPT LOW. Quiet hours will be enforced throughout all CIC employee housing facilities from 11:30 pm to 8:00 am daily. Since CIC employee housing is located near the Club's member/guest facilities and in Catawba Island residential neighborhoods, audio equipment may not be placed near or facing an open window. At no time shall Employee have the right to play audio equipment of any source or type outside of the house.

4. PROVIDED FURNISHINGS; UTILITIES; INVENTORY. CIC will provide the house with basic furnishings as appropriate depending on the particular housing type and style provided which may include such things as couches, beds, a refrigerator and stove. Water, electricity, gas, sewer, and wi-fi charges shall be paid for by CIC. Employee further acknowledges and agrees that a full inventory of the house will be taken before Employee checks in and again when Employee vacates housing at the end of the term of this Agreement charges for any missing items shall be deducted from Employee's final paycheck.

5. TELEPHONE/COMPUTER HOOK-UP AND ELECTRICAL CORDS. Any additional telephone lines, cable modems and any other services supplied by any third-party supplier, excepting the basic utilities specifically set forth in Section 4 above, shall require the prior permission of CIC. Neither CIC, the Club nor any of their affiliates shall be liable for any of the charges incurred from the hook-ups other than those included in Section 4. Only authorized 3-prong grounded extension cords or approved splitters or power strips may be used in employee housing. A cord must be of equal or greater thickness than any appliance plugged into it and may not be placed in walkways or wrapped around metal fixtures or furniture.

6. NO PETS. Employee is expressly prohibited from keeping, or allowing to be kept, for any period of time, any and all pets or animals of any kind, including dogs, cats, birds, rodents or fish, on or at the house (including its yard) or other property owned, controlled or maintained by CIC, the Club or any of their affiliates (collectively "CIC Property").

7. MAINTENANCE/CLEANING OF THE HOUSE. Employee is responsible for all day-to-day maintenance and cleaning of the house, including cleaning the bathrooms and kitchen. Fans must be turned off when leaving a room or the house itself and Employee shall be sure to lock the house whenever he or she leaves same. Employee is not permitted to make any cosmetic or structural changes to the house. No smoking or burning of candles or incense is permitted in the house. In addition to the inspections referenced in Section 1 hereof, CIC security, CIC housekeeping and/or CIC management will make random inspections of Employee's house to look for safety problems, overall cleanliness and to monitor the condition of the house. Trash removal services shall be provided by housekeeping on a weekly basis. In the event CIC determines that Employee is not taking reasonable steps to maintain the cleanliness of Employee's house, CIC may, in its sole discretion, require Employee to take various measures to correct the violation. The total amount of **\$100.00 PER PERSON** will be deducted from Employee's first four (4) pay checks in **\$25.00** increments. **This fee is non-refundable.**

8. INSPECTION UPON DEPARTURE. Pictures showing the condition of Housing at time of move-in are attached to this agreement. Upon departure, CIC shall inspect Housing to verify Employee's compliance with the terms of this agreement relative to inventory, cleanliness and damages. Charges may be withheld from Employee's final paycheck as appropriate. **All keys to the House must be returned to CIC upon departure and prior to issuance of final paycheck.**

9. ADDITIONAL CHARGES. UNLESS CLEARLY ATTRIBUTABLE TO A PARTICULAR INDIVIDUAL(S), ANY EXTRA ORDINARY CLEANING COSTS SHALL BE BORN EQUALLY BY ALL PERSONS LIVING IN THE ROOM/UNIT. In addition to the Non Refundable Cleaning Fee, charges for damage to the following specific items of the house shall be assessed as follows: (i) \$100.00 for damage to each door or door jams; (ii) \$100.00 for holes found in the walls or ceiling of the house; (iii) any other damage costs that exceed the Cleaning Fee shall be assessed on a per repair or replacement basis based upon the market value of the goods for materials required to repair and/or replace the damage and a tradesman's wages, if necessary.

10. FAILURE OF EMPLOYEE TO REMOVE FURNISHINGS. If, upon the termination of this Agreement for any reason, Employee shall fail to remove all of Employee's furniture or chattels from the house, CIC may, at its option, remove the same in any manner, and dispose of said effects without liability to CIC, the Club or any of their affiliates for loss thereof.

11. ILLEGAL AND DANGEROUS ACTIVITIES PROHIBITED. Any acts or omissions considered illegal under the Ohio Revised Code, local ordinances, common law or otherwise, including, but not limited to underage consumption of alcohol and/or the use, possession or distribution of drugs (both legal and illegal), all forms of marijuana, or other controlled

substances are hereby expressly prohibited and shall be deemed a breach of this Agreement. Persons 21 years of age may use alcohol subject to all laws and regulations as well as the following CIC policies regarding alcohol.

- a) Employee shall not permit any person under the age of 21 to possess or consume any alcoholic beverages on CIC Property.
- b) Employee's breach of any law or ordinance, including but not limited to public intoxication, disturbing the peace or destroying property, or Employee's habitual use of alcohol (in the event Employee has reached 21 years of age), whether on CIC Property or otherwise, will not be tolerated and shall be deemed a breach of this Agreement.
- c) Kegs are not permissible.

12. SEXUAL HARASSMENT; INTIMIDATING CONDUCT. In accordance with providing a positive, discrimination-free housing environment, sexual harassment, and any behavior that may be construed as sexual harassment, as well as any other behavior that may be construed as intimidating or threatening is unacceptable conduct that will not be tolerated and shall be deemed a breach of this Agreement and will result in staff member being asked to leave permanently.

13. EMPLOYEE'S LOSS OR DAMAGE. Employee is responsible for the security and care of all of Employee's personal belongings kept at or around the house. Employee has inspected and accepts the house in its "AS IS" condition. Employee assumes all risk of, and neither CIC, the Club nor their affiliates shall be liable for injury, death, damage, loss or injury to Employee or his or her property, or any invitee of Employee or their property, however caused, relating to Employee's or any other individual's use or occupancy of the house that is the subject of this Agreement. It is specifically understood that should the house be destroyed by fire or other casualty or occurrence during Employee's occupancy, Employee shall bear the risk of loss on all of Employee's property, personal or otherwise. Employee does hereby waive and release any claims he/she may otherwise have against: (i) CIC, the Club or any of their affiliates; or (ii) the proceeds of any property/casualty insurance coverage maintained by CIC, the Club or any of their affiliates on the house.

14. INDEMNIFICATION. Employee agrees that CIC, the Club and all of their affiliates shall not be liable for and that Employee will defend, indemnify and hold harmless CIC, the Club and their affiliates from and against any and all loss, liability, injury, claims, demands, actions, judgments or damage (including attorney's fees and costs to investigate and defend): (i) arising out of or caused by a breach or default by Employee of any obligations or duties under this Agreement, regardless of whether or not CIC, the Club or their affiliates had any knowledge of such breach or default; and (ii) arising out of or caused by or related to any action, inaction, fault or negligence by Employee or Employee's invitees, permitted or otherwise.

15. TERMINATION. In the event Employee breaches any of the terms or conditions of this Agreement, in the event Employee's employment with CIC is terminated, for any reason, or in the event Employee does not adhere to the CIC employee rules of conduct or the guidelines set forth in the CIC employee handbook, CIC may, in its sole discretion, immediately revoke Employee's housing privileges hereunder, and, if the following action has not already been taken, terminate Employee's employment with CIC.

16. NO LANDLORD-TENANT RELATIONSHIP. Employee acknowledges that this Agreement is not intended, and does not create, a relationship of landlord and tenant between CIC, the Club or any of their affiliates and Employee. Instead, this Agreement merely grants Employee the privilege to occupy the house that is the subject hereof during Employee's seasonal employment with CIC. Such privileged occupancy is expressly subject to and conditioned upon Employee abiding by the terms and conditions of this Agreement.

17. EFFECT OF WAIVER. No waiver by CIC, the Club or any of their affiliates of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of said Agreement on any other occasion, whether in the future or otherwise. The mention in this Agreement of any particular remedy shall not preclude CIC, the Club or any of their affiliates from any other remedy herein mentioned or any other remedy, which said parties may have, either in law or in equity.

18. ENTIRE AGREEMENT. This Agreement sets forth all the covenants, promises, agreements, assurances, representations, warranties, statements, conditions and understandings between CIC and Employee concerning Employee's use and occupancy of the house and there are no covenants or representations, oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon CIC or Employee unless reduced to writing and signed by them. This Agreement



supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or in writing, between the parties hereto.

19. **SEVERABILITY.** In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement shall be deemed to have never been included therein and the balance of this Agreement shall continue in effect in accordance with its terms shall be valid and enforceable to the fullest extent permitted by the law.

20. **GOVERNING LAW/CONSENT TO VENUE AND JURISDICTION.** This Agreement shall be interpreted under the laws of the State of Ohio and any dispute between the parties shall be governed by and determined in accordance with the substantive and procedural laws of the State of Ohio, which laws shall prevail in the event of any conflict of law. If either party hereto commences a suit or legal action to enforce any rights of its own or duties of the other party hereunder, the other party hereby agrees, consents and submits to the personal jurisdiction of the courts of the State of Ohio, with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action shall be brought in Ottawa County, Ohio. CIC and Employee each hereby waive any and all personal rights under applicable law or in equity to object to the jurisdiction, venue and service in said courts and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

21. **EMOTIONAL SUPPORT ANIMAL (ESA).** In the event an employee has an ESA, they must submit a Reasonable Accommodation Request Form to the Housing Manager. Once approved, the employee will be notified. Prior to move-in, employee must provide a current Record of Vaccination for the ESA, a written Plan of Care for the ESA and a sign Liability of Damages agreement for any damages caused by the ESA. All forms will be available through the Housing Manager.

CIC and Employee have caused this Agreement to be signed on the day and year first above written.

EMPLOYEE

Signature:

Print Name:

WITNESS (person accepting signed agreement-Front Desk, Employee Specialist, Manager, etc.)

Signature:

Print Name:

Catawba Island Club Corporation

By:

Sherri Marshall, Human Resources Administrator

Updated 9/27/2024