INTERN HOUSE

INTERN HOUSING AGREEMENT

THIS	AGREE	MENT, is made this day of, 2018 between the BAINBRIDGE ISLAND				
METF	ROPOLI	TAN PARK & RECREATION DISTRICT, hereinafter designated the "Park District", and PARK DISTRICT				
INTE	RN	hereinafter designated the "Intern".				
WITN	IESSET	H:				
That	said Par	rk District does by this agreement (Agreement) make a room available to said Intern in those certain premise				
referr	ed to as	the Intern House and situated at 9630 Mandus Olson Road, on Bainbridge Island, Kitsap County, State of				
Wash	nington,	and located on the Park District's Hilltop Park property.				
Upon	the follo	owing terms and conditions:				
1.	<u>Purpo</u>	ose of Premises: The purpose of the Intern House is to provide housing for Park District interns on a rent-				
	free basis, however rooms can on occasion be rented by Park District employees when not needed for intern					
	housing. The Intern Housing Supervisor is responsible for the supervision of the Intern House and ensuring that its					
	occupants whether interns or employees abide by the house rules.					
2.	<u>Term</u>	: The term of this Agreement commences on the day of, 2018 with the final date or				
	occup	pancy on the day of, 2018 at which time Intern will vacate the premises. Prior				
	to occupancy, this Agreement must be signed by both parties					
3.	Rent: The assigned room in the Intern House is provided by the Park District to the Intern on a rent-free basic.					
4.	Damage Deposit: Prior to occupancy, the Intern will pay a \$200 damage deposit to the Park District. Payment will					
	be made in the form of a personal check or money order that will be made payable to: Bainbridge Island					
	Metropolitan Park & Recreation District. Payment will be mailed/dropped off at: Bainbridge Island Metropolitan					
	Park & Recreation District, 7666 NE High School Road, Bainbridge Island, WA 98110.					
5.	<u>Utilitie</u>	<u>Utilities</u> : Electricity water, sewer, garbage, and internet access will be provided by the Park District.				
6.	Suble	Subletting Prohibited: The Intern shall not sublet said premises nor assign this agreement nor any part thereof.				
7.	Intern	n Agrees:				
	(a)	To keep leased room of said premises in a clean and sanitary condition, and to share in the responsibility				
		for cleaning and maintaining kitchens, bathrooms, and other common areas.				
	(b) To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at					
		regular intervals;				
	(c)	To not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, no				
		to permit any member of his family, invitee, licensee or other person acting under his control to do so;				
	(d)	(d) To not permit a nuisance or common waste;				
	(e)	(e) To occupy the room on the premises for the period of the lease.				
	(f) To abide by house rules governing private and shared living spaces as well as Park D					
		regulations.				
8.	Roon	Room Assignments: Room assignments will be made by the Intern Housing Supervisor with rooms prioritized first				

for use by interns.

- 9. <u>Check-In:</u> Prior to assuming occupancy, the Intern and a Park District representative will assess the condition of the room and complete a checklist regarding this that will be signed by both parties.
- 10. <u>Check-Out and Vacation:</u> When vacating the premises at the end of the lease, Intern will remove all personal property and leave the room and any furnishings clean and in the same condition prior to occupancy (ordinary wear and tear excepted). Any personal property that remains will be disposed of by the Park District. Prior to vacation, Intern must attend a walk-through of the room with a Park District representative. Any repairs for detected damage will be funded first through the Intern's damage deposit. Any remaining funds will be returned to the Intern. If the cost of repair exceeds the Intern's damage deposit, the Intern will be asked to pay the Park District the additional cost. If no mutual time can be arranged for the walk-through, the Intern will be responsible for any damages found by the Park District's representative.
- 11. <u>Keys</u>: Intern will be issued a key to Intern House as well as a key to the room that will be occupied. Making copies of issued keys is prohibited. The cost for lost keys will be deducted from the Intern's damage deposit.
- 12. <u>Room Access</u>: The Park District reserves the right, at any time and for any reason, in its sole discretion, to enter the room/premises without prior notice to Intern in circumstances deemed by the Park District to be a danger to health, safety or property. Prior notice will be given to the Intern by the Park District if entry is needed for repairs or less urgent matters.
- 13. <u>Visitors</u>: Intern may have overnight visitors on occasion when the following conditions are met: 1) Intern must be present with guest at all times; 2) Intern is limited to one overnight guest at any one time for no longer than three nights, unless otherwise permitted by a Park District representative; 3) Intern must check with Intern Housing Supervisor and housemates for approval before inviting overnight guests; 4) Visitors will park in designated parking areas away from house due to limited parking.
- 14. <u>Vehicle Parking and Access Road</u>: One parking space per intern or employee is provided. Intern will drive slowly on access road due to high pedestrian use.
- 15. Quiet Hours: Weekdays: 10:00pm 8:00am Weekends: 12:00 am 8:00 am.
- 16. <u>Drugs:</u> The possession of, use, distribution or sale of illegal narcotics or drugs by interns or employees on Park District property, or while conducting Park District business is prohibited. Intern understands this and will not engage in such activities. Any violation of this will be grounds for immediate termination of this Agreement.
- 17. <u>Smoking:</u> Smoking of any kind is not permitted in any Park District facilities. Intern understands this and will not smoke on premises.
- 18. <u>Use of Premises</u>: Intern shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Intern agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.
- 19, <u>Endangering Behavior</u>: Any action by Intern that could lead to physical harm to oneself and others is considered endangering behavior, and may result in termination of this Agreement.
- 20. Pets and Animals: Intern shall have no pets on the premises.
- 21. <u>Responsibility for Personal Property</u>: The Park District does not assume responsibility for and the Intern hereby expressly released the Park District from any and all liability related to:
 - a) Loss or damage or articles of personal property that occurs in its building or on its grounds. Interns are encouraged to carry appropriate insurance to cover such losses.

- b) Power outages including those that result in the loss of stored computer memory, data, and/or files or voltage spikes or surges which damage computers or any appliance. Interns are encouraged to use voltage or surge protectors.
- 22. <u>Maintenance and Alterations of Premises</u>: Intern will report any maintenance and repair issues immediately to the Intern Housing Supervisor when found. Intern shall make no alterations or improvements in said premises.
- 23. <u>Damages</u>: Park District or Park District's agents shall not be held liable for any damage to property or personal injuries caused by any defects now in said premises or hereafter occurring within or on said premises.
- 24. <u>Surrender of Premises</u>: In the event of default in payment of any installment of rent, or violation of house rules, Park District policies and regulations, or at the expiration of said term of this lease, Intern will quit and surrender the said premises to Park District.
- 25. <u>Termination of Occupancy</u>: The Park District reserves the right at any time, in its sole discretion, to terminate this Agreement; suspend the Intern from housing, postpone or cancel the assignment of any space, or to postpone the commencement of the Intern's stay for any reason.
- 26, <u>Failure to Vacate Space</u>: If this Agreement is terminated, the Intern must vacate the space on the effective date of termination. In the event that the Intern does not vacate in accordance with this Agreement, the Park District has the right to repossess the Intern's room and to pack, remove and store all of Intern's furnishings and personal property, all at the Intern's expense. The Park District also has the right to change the lock or Intern's room and bill the Intern for the cost of the lock change. The Park District will not be responsible for Intern's furnishings and personal property.

27. <u>Miscellaneous:</u>

- a) The Park District is not responsible for any failure or performance due to Acts of God, strike, and shortage of commodities or supplies to be furnished by the Park District, governmental authority or accident.
- b) Each party represents and warrants that the person whose name appears as signatory is at least 18 years of age and is fully authorized to enter into this Agreement on behalf of the respective party.
- c) The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
- d) The rights granted to Intern in this Agreement are personal, and may not be assigned or transferred to another person.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the above date specified.

<u>INTERN:</u>		PARK DISTRICT:		
Name		Bainbridge Is Metropolitan Park & Recreation Distric		
Signature	Date	Signature	Date	
Mailing Address		Title:		
		7666 NE High School Rd, Bainbridge Is. WA 98110		

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