

Oroville Harvest Shelter Seasonal Farmworker Housing
SEASONAL HOUSING LEASE AGREEMENT
BETWEEN AGRICULTURAL EMPLOYER
AND THE OROVILLE HOUSING AUTHORITY

1. PARTIES AND EFFECTIVE DATE

THIS LEASE AGREEMENT (hereinafter Lease) is entered as of this _____ day of _____, 2019, by and between the Oroville Housing Authority, (hereinafter referred to as "OHA" or "Lessor") and _____ (hereinafter referred to as "Employer" or "Lessee").

2. TERM OF COMMITMENT

This Lease shall be effective for the period beginning on _____ 2019 and ending at 3:00 p.m. on _____ 2019. This lease may be terminated early or be extended by mutual written agreement, which shall become a part of the Lease.

3. PROPERTY LEASED

OHA hereby leases to Lessee _____ beds in the Oroville Harvest Shelter Seasonal Farmworker Housing (OHS), located at 18 Sawtells Road, Oroville, WA.

4. PAYMENT

Lessee shall pay OHA **\$8.00** per leased bed per night. OHA will bill Lessor twice a month. Payment shall be by check or money order made payable to Oroville Harvest Shelter. Payment is due within 15 days of invoice date. If payment is not made when due, a late charge equal to 10% of the invoice amount will be assessed. If payment is returned due to insufficient funds, Lessee will be charged a \$35.00 insufficient funds fee, in addition to the late fee.

Payment is due regardless of whether the bed is occupied.

5. UTILITIES, TAXES AND ASSESSMENTS

OHA agrees to hold Lessee harmless from payment of any and all taxes and assessments levied against the property. OHA shall be responsible for the cost of all utilities and shall insure that sufficient services are available for workers housed on the property.

6. SECURITY DEPOSIT

Lessee shall pay a security deposit equal to the amount of two weeks' payment under this Lease. The security deposit shall be due at the time of the reservation. At the end of the Lease term, the security deposit may be applied by OHA toward unpaid lease payment and late fees, costs for excess cleaning needed in

the unit and to repair damages beyond normal wear and tear. The security deposit, or the remaining balance of the deposit, shall be returned to Lessee within 30 days of the end of the Lease term.

7. CANCELLATIONS

In order to receive a refund of the security deposit, a written notice to cancel a reservation must be received at least thirty (30) days in advance of the reservation date. If a notice to cancel a reservation is received twenty-nine (29) days or less in advance of the reservation date and another grower / employer takes the Lessee's entire reservation slot the Lessee's security deposit may be refunded at OHA's discretion. If no replacement grower / employer is found to cover for the reserved dates, OHA will retain the full deposit.

8. PERMITTED OCCUPANTS

Occupants allowed to reside at Oroville Harvest Shelter Seasonal Farmworker Housing under this Lease shall be exclusively limited to Lessee's employees. Lessee shall provide written referrals to OHA for the employees who are to be housed.

Referred employees must provide OHA with identification consistent with criteria set forth in the I-9 Form, earn at least \$3,000 per year from agricultural work and have annual incomes that do not exceed 50% of the area median income. Referred employees shall be subject to all policies and procedures that apply to all other occupants residing in OHS, inclusive of application processes, eligibility verification, orientation and terms of occupancy termination.

Any Lessee's employee who has been terminated from employment shall have no more than 24 hours to vacate his/her employer's leased bed.

9. OHA REPRESENTATIONS

OHA represents and warrants as follows:

- a) OHA will maintain the premises in safe and sanitary condition at all times;
- b) OHA will maintain the premises in compliance with Washington State Department of Health (DOH) licensing requirements;
- c) OHA will undergo annual inspections by DOH and will operate under a valid DOH license at all times;
- d) OHA's Oroville Harvest Shelter Seasonal Farmworker Housing development provides domestic water that is approved by the Washington State Department of Health's Drinking Water Program;
- e) OHA's OHS provides an on-site septic system that is approved by the Washington State Department of Health; and
- f) OHA's OHS meets United States Department of Labor Occupational, Safety and Health Administration (OSHA) standards for H2A workers.

10. LESSEE REPRESENTATIONS

Lessee represents and warrants as follows:

- a) Lessee is not insolvent, in receivership or in default of any of its financial obligations; and
- b) At OHA's request, Lessee will provide information regarding employment and income derived from agricultural work for its workers in order for OHA to verify worker eligibility for housing.
- c) The Leased Property is to be used for living accommodations for Lessee's employees only.

11. GENERAL RESTRICTIONS

Ownership and management of Oroville Harvest Shelter Seasonal Farmworker Housing lie exclusively with OHA. This Lease does not entitle Lessee to:

- a) Interfere with OHA's enforcement of policies and procedures on occupants under this Lease in the event of a violation of said policies and procedures; or
- b) Sublet or assign any portion of the leased premises to a third party.
- c) OHA reserves the right to place workers in the most efficient manner; there will be no special accommodations to workers regarding placement.

12. THREATENING OR DISRUPTIVE BEHAVIOR AND CRIMINAL ACTIVITY

Neither Lessee nor occupants under this Lease nor the guests of either shall engage in threatening or disruptive behavior or criminal activity, including drug-related criminal activity and acts of violence, nor in any act intended to facilitate such behavior or criminal activity, on or near the leased premises.

Violation of this provision by the Lessee shall be considered a material violation and grounds for termination of this Lease. Violation of this provision by the occupant shall result in termination of such person's Occupancy Agreement.

Proof of such violation shall not require a criminal conviction, but shall be by a preponderance of the evidence as determined by OHA.

13. INDEMNITY

As a material part of the consideration for this Lease, Lessee assumes all risk of injury or damage caused by Lessee, Lessee's employees or persons who are guests of Lessee or Lessee's employees on the OHA housing premises.

Lessee hereby indemnifies and agrees to hold OHA harmless on account of any damages or injury to persons or to the premises that is not the fault of OHA.

Lessee further agrees that if OHA is involuntarily made a party to any litigation concerning this Lease or the premises by reason of any act or omission of Lessee, then Lessee shall hold OHA harmless from all

liability. Lessee agrees to pay OHA's reasonable attorney fees and court costs, if any, incurred by OHA regarding any of said matters.

14. INSPECTIONS

OHA and its authorized representatives shall be entitled to inspect the premises leased under this Lease, to monitor the way the leased premises are being used and to assess compliance with the terms and provisions of this Lease. Such inspections shall occur weekly and at reasonable times.

Employer or Representative of Employer agrees to be present at weekly inspections. This clause is included in the lease due to the past difficulty OHA has experienced in finding a translator or a bi-lingual employee to assist with the communication between OHA and the workers during inspections.

___ Employer Initials

Employer or Representative of Employer agrees to be present on the first and last day of occupancy for move-in/out inspections. ___ Employer Initials

15. MAINTENANCE, DAMAGES AND REPAIRS

OHA will maintain the premises in safe and sanitary condition in accordance with Washington State laws and the rules and regulations of health, fire and building officials and Oroville Harvest Shelter Seasonal Farmworker Housing's funding sources.

By signing this Lease, Lessee acknowledges that the OHS premises and appurtenances are in safe and sanitary condition at the commencement of this Lease.

Lessee agrees to require occupants under this Lease to maintain the property in good condition, including, but not limited to:

- a) Keeping the unit clean;
- b) Using all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c) Not littering the grounds or common areas;
- d) Not destroying, defacing, damaging or removing any part of the unit, common areas or project grounds;
- e) Giving OHA prompt notice of any need for repairs of the units or common areas;
- f) Removing garbage and other waste from the unit in a clean and safe manner; and
- g) Surrendering the property in the same condition as when first occupied (normal wear and tear excepted).

Should damage be caused by negligence or misuse by the occupant or occupant's guest(s), Lessee agrees to pay the cost of repairs. Such costs shall be taken from the security deposit. Should repairs exceed the balance of the security deposit, Lessee shall pay the balance within 30 days of receipt of OHA's notice of the repair charges. Lessee further agrees to immediately notify OHA of any conditions discovered by the occupants or Lessee in any common area which are hazardous to the life, health or safety of any person, so that OHA may take corrective action. Failure to abide by these terms may, at the discretion of OHA, result in eviction of the occupant and/or termination of this Lease.

16. UNINHABITABLE CONDITIONS

In the event the leased sleeping unit(s) is/are damaged by fire or otherwise made uninhabitable, lease payments shall cease during the time such facilities are unusable, unless OHA is able to house the affected occupants in other available Oroville Harvest Shelter Seasonal Farmworker Housing units. If other units are available, the Lease shall be modified to reflect the new building or bed numbers and Lessee's lease payment obligation shall continue.

Any cessation of lease payments shall be effective as of the date the facility is uninhabitable. The remaining portion of monthly lease payment will be reimbursed to Lessee until the facilities have been repaired to a usable condition.

17. DEFAULT

The occurrence of any of the following shall constitute a breach of this Lease by the Lessee:

- a) Any failure by Lessee to make lease payment or any other monetary sums required to be paid under this Lease, where such failure continues for ten days after written notice by OHA to Lessee;
- b) Any situation where Lessee allows non-qualifying employees to occupy the leased property;
- c) A failure by Lessee to observe and perform any other provision of this Lease or
- d) The making by Lessee of any general assignment or general arrangement for the benefit of creditors, including the appointment of a Trustee or Receiver to take possession of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty days.

18. REMEDIES

In the event of any such default or breach by Lessee, OHA may, with or without notice:

- a) Terminate Lessee's right to possession of the leased property or terminate any of Lessee's non-qualified employees' rights to occupy the leased property, by any lawful means, in which case this Lease shall terminate. In such event, OHA shall be entitled to recover from Lessee all damages incurred by OHA by reason of Lessee's default including, but not limited to, any cost of recovering possession of the leased property, expenses associated with re-leasing the property, and reasonable attorney's fees;
- b) Enter the unit or units to which this Lease applies and remove or put out those who are otherwise on the leased premises under Lessee's authority, together with all personal property found therein; and
- c) Retain pre-paid lease payments for the period of time needed to re-lease the property, using diligent effort to enter into a lease with a new Lessee. OHA shall refund the portion of lease payment for any period after which the premises is leased to a new Lessee, beginning with the date the new lease is signed.

19. NOTICES

All notices required under this Lease to be given to either party shall be effective if mailed by certified mail, return receipt requested, postage pre-paid, and properly addressed to the parties at the addresses shown below. Such notices shall be effective as of the date of mailing, as evidenced by the time shown on the return receipt:

<u>Lessor</u> Oroville Housing Authority c/o OHA PO Box 1242 617 Hwy 97 Oroville, WA 98844	<u>Lessee</u> _____ _____ _____ _____
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20. TERMINATION OF LEASE

Upon the expiration or termination of this Lease, Lessee shall peaceably and quietly surrender possession of the premises.

21. AMENDMENTS

This Lease may be amended only by signed, written agreement of both parties.

22. ATTORNEYS' FEES AND VENUE

In the event any legal action is instituted through an attorney by either party to enforce the terms of this Lease, the prevailing party shall recover a reasonable sum as attorneys' fees and other costs allowed by law, all of which the other party agrees to pay. The venue of any such court action shall lie in Okanogan County Superior Court, Okanogan County, Washington.

LESSEE certifies that he or she has received a copy of and understands this lease and agrees to be bound by said lease.

EXECUTED this _____ day of _____, 20_____.

OHA (Lessor)	_____ (Lessee)
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By: _____ By: _____

Title: _____ Title: _____