

**FARMWORKER CENTER
LODGING AGREEMENT**

Date of Agreement and Starting Date of Lodging, unless otherwise agreed by Operator:
_____, 20__

Name of Lodger: _____

Assigned Room (Up to 2 persons per room. Operator may change room assignments):

___ River Ranch Center Room ___

___ Calistoga Center Room ___

___ Mondavi Center Room ___

Room Charge: \$12 per day for each Lodger

Meals: Room charge includes hot breakfast and dinner and cold lunch, Monday through Saturday, and a cold breakfast on Sunday.

Certification of Farm Employment: Lodger must be a farm worker and within 30 days after signing this agreement must provide Operator with evidence of farm employment, which can be a pay stub or letter from Lodger's farm employer.

Payment of Room Charge:

1. Daily or prepayment of room charge is preferred, but within 30 days of the starting date of occupancy, Lodger will pay towards the room charges.
2. Thereafter, within each subsequent 30 days, Lodger will pay past due balance.
3. If during any 30 day period, Lodger is unable to make payment towards the room charges, the Lodger must contact the Site Manager to establish alternate payment arrangements approved by Operator CHDC. Failure to pay within 30-days, or comply with the alternate payment arrangements, constitutes grounds for immediate termination of the Lodging Agreement and Lodger's right of occupancy.
4. Any unpaid room charges must be paid before Lodger leaves the Center. Lodgers who leave with an unpaid room charge balance shall not be eligible for future lodging at a Center until the unpaid balance is paid.

Additional Terms of Occupancy: See reverse side of this agreement.

**WELCOME TO NAPA COUNTY HOUSING AUTHORITY'S MIGRANT FARMWORKER HOUSING
CENTERS**

Additional Terms of Occupancy

1. This agreement creates only a right of night to night occupancy by Lodger. This right is personal to Lodger and may not be assigned.
2. In using the Farmworker Center, including Lodger's room, Lodger must comply with the Farmworker Center Rules and Regulations. Lodger acknowledges receipt of a copy of those Rules and Regulations.
3. Lodger agrees to keep the assigned room clean, in good order and free of trash, and not to litter or misuse any of the common areas of the Center. Lodger will be responsible to the Operator for the cost to repair damage to Lodger's room or common areas, including plumbing stoppages, caused by the Lodger's misuse or neglect.
4. Lodger is to respect the rights of other Lodgers and Operator's staff, and not to have late parties or play loud music.
5. Operator has the right to enter Lodger's room for purposes of inspection, repairs, providing services, and in the event of an emergency. Except in cases of emergency, Operator will give Lodger reasonable prior notice of its intent to enter Lodger's room.
6. Operator may close the Center for normal winter shut-down, by reason of low occupancy, or when required by operation of law. To the extent it is able to do so, Operator will arrange accommodations for Lodger at any other Center of Operator that remains open.
7. Operator has the right, exercisable by written or oral notice to Lodger, to terminate Lodger's use of accommodations at the Center by reason of Lodger's failure to observe any of Lodger's obligations under this agreement. Lodger shall promptly vacate the room assigned to Lodger and remove all of Lodger's personal property from the room or elsewhere within the Center, leave the room in good order and repair to the satisfaction of Operator, and pay any unpaid room charges or other amounts due to Operator.
8. Through its operation of the Center, Operator's goal is to provide safe and healthful temporary housing for farm workers. In so doing, however, Operator is not undertaking any liability to any Lodger for personal injury or loss or damage to personal property, and each Lodger waives all claims against Operator and the Napa County Housing Authority for any such injury, loss or damage arising from any cause at any time, other than the sole active negligence or intentional acts of Operator or the Authority.
9. Napa County Housing Authority has established a Grievance Procedure for Lodger to appeal any termination of this agreement or enforcement of its provisions by Operator, other than termination based on Lodger's creation or maintenance of an immediate threat to the health or safety of others or the Center. Lodger acknowledges receipt of a copy of the Grievance Procedure.

APPROVED: _____
Lodger

Operator

By _____
California Human Development Corporation,

acting under contract with the Napa County Housing Authority