

NANTUCKETSM

ISLAND RESORTS

Housing Agreement and Guidelines

2011

Introduction

The following Nantucket Island Resorts Housing Guidelines are designed to acquaint you with rules governing the housing provided by Nantucket Island Resorts (“NIR”). Individuals wish to reside in housing provided by NIR are required to comply with these Rules and Regulations. NIR housing is reasonably priced and is available as a convenience to certain employees (“the Residents”). Employees are not required to live in NIR Housing.

The information in the NIR Housing Guidelines is only an overview of NIR’s policies and practices. NIR may modify here, on those occasions when it determines that particular circumstances warrant individualized consideration.

The policies summarized in the NIR Housing Guidelines have been adopted voluntarily by NIR, and do not provide the Residents any contractual rights.

If you are a NIR employee, please be aware that while NIR values you and looks forward to continuing a mutually satisfactory employment and rental relationship with you, it should be recognized that neither you nor NIR has entered into any contract of employment, expressed or implied, and that the employment relationship between NIR and you remains “at will”. That is, either you or NIR may terminate your employment relationship at any time, for any reason.

I. GENERAL HOUSING POLICIES

Fair Housing

NIR is committed to a policy of non-discrimination for all NIR employees seeking NIR Housing and all Residents, without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, age, disability, veteran status, genetic information, marital status or any other category protected under applicable law.

The commitment is evident in all aspects of NIR's employment practices, including its provision of NIR Housing.

Fixtures and Furnishings

Fixtures and furnishings and other NIR property in NIR Housing must not be removed or moved from room to room or house to house. All furnishing and fixtures must be accounted when employee is vacating housing. If furnishings and/or fixtures are missing or damaged, the employee(s) is financially responsible for replacing and/or fixing said furnishings/fixtures.

Access by NIR to NIR Housing

With prior notice to you, NIR shall have the right to enter NIR Housing. Such access may occur for a variety of reasons, including but not limited to making inspections, providing necessary services, and showing NIR Housing to prospective buyers, mortgagors, tenants or workers. **NIR also has the right to enter NIR Housing without prior notice to you**, if NIR determines, in its sole and absolute discretion, which such access is necessary or appropriate.

Insurance

NIR does not provide you with insurance to protect you against theft or damage to your personal items, so it is suggested that you insure your personal items in NIR Housing.

Payment of rent

Payment of rent is due and payable by the Employee to NIR at the closing of each pay period, directly from the Employee's pay check.

Rental arrears are grounds for eviction.

Default

You shall be in default of the NIR Housing Agreement ("Agreement") if you fail to comply with any obligation required by the Agreement or these NIR Housing Guidelines. Subject to any applicable law to the contrary, if you fail to cure any obligation within two (2) days after written notice of default is provided by NIR to you, NIR may take possession of the NIR Housing without further notice, and without prejudicing NIR's right to collect damages. In the alternative, NIR may elect to cure any default and the cost of such action shall be added to your financial obligations under the NIR Housing Agreement. You shall pay all costs, damages and expenses suffered by NIR by reason of your default.

Cessation of Occupancy

The Term of your occupancy of NIR Housing is set forth in your NIR Housing Agreement. At the end of the Term of your NIR Housing Agreement, you shall surrender the premises and all furnishings to NIR in neat, clean and orderly condition. **You shall remove any and all of your personal property from NIR Housing.** In the event you fail to remove personal property from NIR Housing, NIR may remove same or cause same to be removed at your expense.

Residents will notify NIR (in writing) of plans to vacate NIR Housing at least one week prior to leaving.

Cessation of Employment with NIR

Occupation of NIR Housing is contingent upon your employment with NIR. Therefore, you must vacate NIR Housing within twenty-four (24) hours following the termination of your employment with NIR. You may vacate NIR Housing without forfeiting your employment with NIR, provided that you are not vacating at the request of NIR.

Assign ability/Subletting

Residents may not assign or sublease any interest in NIR Housing.

Locks and Keys

NIR will maintain all locks in NIR Housing. You may not change, replace or add any new lock. When you move from NIR Housing, you must return all keys to NIR Housing. If keys are not returned, you will be responsible for the expense of the replacement lock.

II. THE NIR HOUSING ENVIRONMENT

NIR Housing Conduct

NIR expects you to follow rules of conduct that will protect the interests and safety of all Residents. You are expected to be a positive reflection of NIR by being courteous to other Residents and visitors and by complying with the NIR Guidelines, NIR policies and practices, and with federal, state and local laws.

While it is not possible to list all the forms behavior that are considered unacceptable in NIR Housing, the following are examples of misconduct that may result in immediate eviction from NIR Housing and termination of your employment with NIR:

- Theft
- Inappropriate removal or use of NIR property.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs
- Fighting or threatening violence
- Boisterous or disruptive activity
- Insubordination or other disrespectful conduct
- Excessive noise
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms
- Conviction of a crime relating to violence or threats of violence

The terms of this NIR Housing Conduct Policy does not change your status as an at-will employee.

Drug-Free Environment

Drug activity, while on NIR Housing property or NIR property, threatens the entire NIR environment and will not be tolerated. You shall not unlawfully manufacture, distribute, dispense, possess, sell, purchase or use a controlled substance anywhere on NIR Housing property or NIR property.

You are further prohibited from being present in NIR Housing while under the influence of any unlawful controlled substance. An unlawful controlled substance is any drug that cannot be obtained legally or, although available legally, has been obtained illegally. This policy does not prohibit the use or possession of a controlled substance in accordance with a valid medical prescription issued to you by a physician.

Alcohol

The serving of alcoholic beverages to minors or having minors present where alcoholic beverages are being served is grounds for immediate eviction and termination of employment.

Smoking

Smoking is not allowed in NIR Housing. This policy applies to all Residents and visitors.

No Lit Fires

Lit fires in NIR Housing are prohibited. Lit fires include, but are not limited to, candles, incense, cigarettes, grills and fireplaces.

Dangerous Materials

Residents shall not keep or have on NIR Housing property any article or thing of dangerous, inflammable or explosive character that might increase the chance of fire on NIR Housing property, including charcoal starter fluid or propane.

Pets

Pets of any kind shall not be allowed in NIR Housing.

Visitors in NIR Housing

While visitors are permitted in NIR Housing, visitors must be accompanied by their host at all times. Residents are responsible for the conduct and safety of their visitors. Multiple visitors at one time are not allowed. Parties are not allowed in NIR Housing. **No overnight guests are permitted and visitors are not allowed on NIR Housing after 11:00 p.m.** If you observe an unauthorized individual on NIR Housing property, you should immediately notify **The Police by dialing 911.**

Consideration of others

NIR Housing is a shared living situation. All Residents must be a good and considerate neighbor who understands and respects the fact that other persons should not be bothered by noise or distractions. Residents should not operate a television or stereo equipment at excessive volume.

Excessive noise will not be tolerated. If an occupant is cited by either the Nantucket Police Department or NIR Management for noise or other disturbances, the Resident will be given notice to vacate NIR Housing.

Heating Devices/Air Conditioning

Residents may not bring into the property any device for the purpose of providing heat. Electric blankets are permitted. Air Conditioning is permitted as long as approval is granted from the Housing Manager.

Violence prevention

Acts or threats of physical violence, including intimidation, harassment and/or coercion will not be tolerated in NIR Housing. The prohibition against threats and acts of violence applies to all persons on NIR property, including, but not limited to Residents, visitors and any one else in NIR Housing and otherwise on NIR property. Residents who violate this policy may be evicted immediately from NIR Housing and their employment with NIR may be terminated.

Examples of violations of the Violence Prevention Policy include, but are not limited to, the following:

- Threats or acts of violence occurring on NIR Housing property or on NIR property, regardless of the relationship between NIR and the parties involved in the incident
- Threats or acts of violence occurring off NIR property involving someone who is acting in the capacity of a representative of NIR.
- Threats or acts of violence occurring off NIR property if NIR determines that the incident may lead to an incident of violence on NIR property
- Threats or acts of violence resulting in the conviction of an employee or agent of NIR, or of an individual performing service for NIR on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence.
- Threatening physical or aggressive contact toward another person
- Threatening a person or his family, friends, associates or property with physical harm
- The intentional destruction of NIR property or another's property
- Harassing or threatening phone calls
- Surveillance
- Stalking veiled threats of physical harm or like intimidation

A Resident's unlawful or unauthorized possession or use of a dangerous or deadly weapon, including but not limited to firearms, on NIR Housing property or NIR property is not allowed and may subject the Resident to eviction from NIR Housing and termination of his or her employment with NIR.

Any Resident who engages in a threat or violent action on NIR Housing property may be removed from the property and may be required, at NIR's discretion, to remain off NIR Housing property pending the outcome of an investigation into the incident.

NIR will make the sole determination of whether, and to what extent, threats or acts of violence in NIR Housing will be acted upon by NIR. In making this determination, NIR may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that a violation of this policy has occurred.

You should report any acts or threats of violence, including intimidation, harassment and/or coercion which involve or affect NIR Housing, or which occur in NIR Housing, to the Director of Human Resources. If the Director of Human Resources is unavailable or you believe it would be inappropriate to contact the Director of Human Resources, you should immediately contact the Managing Director.

Sexual and other Prohibited Harassment

NIR prohibits all discrimination and harassment based on a person's protected class in NIR Housing and on NIR property.

Definition of Sexual Harassment

Sexual harassment refers to any type of behavior of a sexual nature, intentional or unintentional, that is unwelcome and that has the purpose or effect of creating an environment that is hostile, offensive, intimidating, or humiliating.

While it is not possible to list all of the circumstances which may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment, depending on the circumstances, including the severity of the conduct or pervasiveness:

- Unwelcome sexual advance whether they involve physical touching or not
- Assault or coerced sexual acts
- Epithets or jokes of a sexual nature, written or oral references to sexual conduct, discussion of one's sex life, comments about an individual's sexual prowess, deficiencies or activity
- Display of objects, pictures or cartoons of a sexual nature
- Unwelcome leering, whistling, or physical touching of another's body

Definition of Other Harassment

For purposes of this policy, other harassment is defined as verbal or physical conduct that denigrates or shows hostility towards an individual because of his/her race, color, gender, age, religion, national origin, sexual orientation, disability, veteran status or any other characteristic prohibited by law, and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive environment; or
- Has the purpose or effect of unreasonably interfering with an individual's occupation of NIR Housing

Some examples of such harassment are: using epithets or slurs, or making jokes or pranks that focus on a protected characteristic; and circulating or displaying written or graphic material that denigrates or shows hostility or aversion toward a person or group because of a protected characteristic.

Complaints of Harassment

If you experience or witness sexual or other unlawful harassment in NIR Housing or on NIR property, you should immediately report it to Director of Human Resources. If the Director of Human Resources is unavailable or you believe it would be inappropriate to contact the Director of Human Resources, you should immediately contact the Managing Director. You can raise any concerns and make reports of alleged harassment without fear of reprisal or retaliation.

Investigations and Corrective Action

Upon receipt of a complaint of harassment, NIR will promptly conduct a thorough investigation in such a way as to maintain the confidentiality of the Resident to the extent possible under the circumstances. If it is determined that an inappropriate conduct has been committed, NIR will act promptly to eliminate the offending conduct. Any Resident who is found to have harassed

another Resident may be evicted immediately from NIR Housing and his or her employment with NIR may be terminated.

NIR also recognizes that false accusations, especially of sexual harassment, have serious effects on innocent persons. Residents found to have made false accusations of sexual harassment may be evicted immediately from NIR Housing and his or her employment with NIR may be terminated.

III. TAKING CARE OF NIR HOUSING

Cleanliness

NIR will provide NIR Housing in a reasonable state of cleanliness and repair. In return, you are expected to maintain NIR Housing in a reasonable state of cleanliness. You are required to keep all wash basins, sinks, toilets, showers, bath tubs, stoves, refrigerators and dish washers in a clean and sanitary condition. It is your responsibility to notify the Housing Manager of any maintenance requirements or damage that arises while you live in NIR Housing. Upon vacating a room, you must leave your room clean, in order, locked and with the lights out and the heat off.

Passageways

In order to get to and from NIR Housing, you may be using stairways and hallways in and around NIR Housing. These areas may only be used as passageways. You may not use them for storage for such things as bicycles, trash or any personal items.

Recycling

You are responsible for your own recycling and are required to comply with the recycling mandates of Nantucket, Massachusetts.

Maintenance

To assist you with maintenance of your NIR Housing, NIR provides maintenance services. It is your responsibility to report any matters that you believe may require attention to the Housing Manager.

If NIR notices that you are not properly maintaining your NIR Housing or are otherwise failing to comply with your obligations under the NIR Housing Agreement and Guidelines, NIR may correct the problem and charge you for any reasonable costs which NIR incurs in doing so.

You are required to allow reasonable access to your NIR Housing in order for NIR to assess the condition of the property. The same access should be provided to contractors so that they may perform maintenance.

You will not be charged for maintenance that results from normal wear. However, you will be charged for the removal of rubbish, and problems caused by neglect, misuse or willful damage.

Any serious problems or excessive delays you experience with maintenance repairs should be reported to the Housing Manager. You should report any instances of poor workmanship by contractors to the Housing Manager.

Emergency Maintenance

Some maintenance matters may arise unexpectedly and require immediate attention. These occurrences usually relate to matters of health, safety or security. Emergency matters include but are not limited to, problems such as burst water pipes, breakdowns in hot water services and appliances, or a sewer blockage, roof leak, gas leak or electrical fault which could cause damage to the property or endanger human life. These matters should be reported for immediate attention. Repairs must be taken care of by a tradesperson who is licensed and insured.

During normal business hours, you should report the incident to the Housing Manager.

For after-hours emergency maintenance service, you should contact the front office for a maintenance person on call.

Alterations or Structural Improvements

Residents are permitted to arrange furniture in NIR Housing as they wish. However, at no time may a Resident paint, decorate, make holes in the walls, alter cable TV or phone lines, or attach things to any of the floors, walls, ceilings doors or furnishings in NIR Housing, without first obtaining written consent from NIR Housing. Residents are prohibited from making alterations or improvements to NIR Housing without, in every case, obtaining written consent from NIR Housing. If such consent is granted, such changes may be made only upon the terms and conditions specified in the written consent.

All permanent alterations and additions (including security devices) in or upon NIR Housing shall, unless otherwise agreed or unless NIR requests their removal, become NIR's property and shall remain in NIR Housing upon termination of the Residents occupation of NIR's Housing, without compensation to the Resident. Despite this, neither NIR Housing nor its insurance carrier shall be liable to the Resident for the replacement of any alteration or addition in the event of a casualty loss. If NIR shall permit or demand removal, the Resident shall restore NIR Housing to the same condition as existed before the installation of the alteration or addition.

Key Phone Number

The following is a list of key phone numbers that you may need during your occupation of NIR Housing.

Nathan Malloy	Housing Manager	(508) 494-0954
	Email- nmalloy@niresorts.com	
Josh Dinklage	Housing Assistant	(508) 221-8621
Human Resources Line		(508) 325-1344

EMERGENCY (Police, Fire, Rescue)

911