



## Overrun I, LLC

Dear Applicant,

Overrun I, LLC (“the Company”) is offering you employment at Dairy Queen through your exchange service. Please review and consider the following two documents:

(1) **A Lease Agreement:** This document covers the subsidized housing that you are eligible for while you are working for the Company at Dairy Queen. You are not required to live in the housing provided by the Company but you do have an obligation to inform the Company as soon as possible, but at least thirty (30) days prior to your arrival in the United States, as to your physical address while you are working for the Company. There are more details about this in the Lease Agreement.

(2) **An Employment Agreement:** This document specifies the terms and conditions that apply to your employment by the Company.

If you are willing to enter into the lease and to abide by the terms of the employment agreement, you must sign and

return these documents to me at the Company's office as soon as possible, but at least thirty (30) days prior to your arrival in the United States. The mailing address is P.O. Box 389, Kill Devil Hills, NC 27948 or you can fax the signed documents to the Company at 252-480-3033.

Please understand that it is very important to the Company for you to be available to work the schedule assigned to you to the end date, as this is our busy season and we need all employees in order to serve our customers. There is an added incentive for you to remain available to work your assigned schedule to the end date, as outlined in the attached Employment Agreement. In addition, if you work your assigned schedule throughout your time with us and leave employment in good standing, you are welcome to continue as a tenant in the rental property at the same daily rental rate for up to seven (7) days after your work assignment ends, if you would like some time to explore the Outer Banks at your leisure.

After you arrive and are settled in, you will have orientation and be given an Employee Manual to keep with you during your employment. The Employee Manual will explain in detail what will be expected of you as you perform your job.

I certainly hope that I will be welcoming you to the Outer Banks of North Carolina soon. Your itinerary and travel plans will need to be sent as soon as possible to the email address listed below.

Should you have questions or need to contact us, please call me on my cell at 252-202-3037 or email me at [dairyqueenobx@gmail.com](mailto:dairyqueenobx@gmail.com). Carol Johnson, General Manager, can be reached on her cell at 252-267-2603 or her email [cjohnson@dairyqueenobx.com](mailto:cjohnson@dairyqueenobx.com).

Thank you,  
Nicholas R. Nuzzi, Jr.,  
President

DRAFT

## Dairy Queen Lease Agreement

I hereby enter into a lease agreement with Overrun I, LLC (“the Company”), for housing in Dare County, North Carolina (“the property”) for the period from \_\_\_\_\_, 2020, to \_\_\_\_\_, 2020, based upon the following terms and conditions:

1. I acknowledge that I have the right to secure my own housing during the time that I work for the Company. If I elect to sign this Lease Agreement, it is because I have decided of my own free will that I wish to live in the rental property provided by the Company, subject to the terms and conditions stated in this Agreement.

2. The property will be leased to me and other people who will also be employed by the Company. I will have my own bed in a room that I will share with four other people. The property will have a bathroom, a common kitchen, a common living room area. The property is air-conditioned and has a television and a computer in the common area which all tenants will share. The property also has a telephone, dishware, linens, internet, and laundry facilities.

3. I understand and agree that each tenant of the property is expected to behave in a responsible fashion that takes into account the reasonable expectations of the other tenants. I understand and agree that I will pay the Company \$10.00 for a new set of keys if I lose my keys to the property.

4. a. I understand that my rent as a tenant at the property will be \$13.50 per day so long as I remain an employee

of the Company and work the schedule assigned to me. The first two (2) weeks of rent (\$189.00) are due and payable to the Company in cash before I move into the property. After I begin work, I understand that my rent will be considered as part of my wages, and I acknowledge and agree that, for my convenience, my remaining rent payment will be deducted from my paycheck by the Company. I understand that this housing is subsidized for me by the Company based upon my agreement to work for the Company at its Dairy Queen restaurants according to the schedule established by the Company after my arrival in North Carolina and continuing until the end date on my J-1 Visa. The end date on my J-1 Visa will be referred to as "my scheduled work end date". This date corresponds with the Company's busy season. I acknowledge that the Company would not provide this subsidized housing to me without my promise to make myself available to work the schedule established by the Company during this period of time.

b. If I cease to be an employee of the Company (either because the Company has discharged me or because I have abandoned my job) prior to my scheduled work end date, I understand and agree that the rent for remaining as a tenant at the property will increase to \$27.00 per day. Because I am no longer an employee, I understand and agree that I will pay my rent on a daily basis by delivering a cash payment to the manager on duty at the Dairy Queen store to which I was assigned to work while employed.

5. I understand and agree to provide a security deposit to the Company in the amount of \$250.00 prior to being given keys to the property. We will maintain \$50 of your deposit for maintenance fees and should you maintain the house in good

condition you will be returned \$200 on your departure. I understand and agree that I will forfeit the entire \$200.00 security deposit upon the occurrence of any of the following events:

- a. I do not pay my rent in a timely manner.
- b. I invite a visitor or guest into the property.
- c. I hold or participate in holding a group party or gathering at the property, except those attended only by residents of the property.
- d. I damage the property or any of the items supplied for my use as a tenant, including without limitation the television, computer, telephone, dishware, linens or laundry facilities.
- e. I fail to maintain the property in a clean and useable manner, to include keeping the common areas clean and orderly.
- f. I engage in any unlawful activity at the property.
- g. I smoke inside the property.
- h. Other employees, other than those assigned to my particular property address, are found to be residing in my apartment/house.
- i. I take actions which result in the excessive consumption of electricity, water service or other utilities. For

example, leaving the doors or windows open while running the air conditioning would result in the excessive consumption of electricity.

j. I participate in socializing, including talking on the telephone in loud tones, or playing music or watching television or videos, in the property between the hours of 12:00 midnight and 7:00 a.m.

k. I vacate the property prior to the expiration of the term of this Lease Agreement.

5. The Company reserves the right to inspect the residence without notice. However, my privacy will be respected. Inspections will be performed on a weekly basis, and an evaluation of the condition of the property will be documented.

6. At the conclusion of my lease term, the Company will conduct a final inspection of the property and will issue to me a written report listing the facts, if any, which support any determination that I have forfeited my security deposit in accordance with this Lease Agreement.

7. If I default on any provision of this agreement, I understand that the Company reserves the right to bring proceedings for eviction in accordance with NCGS Chapter 42. The Company will give written notice of any default to me. Notice will be delivered to the property or to the address in Dare County North Carolina provided by me to the Company. If the default is of a nature that it can be cured by me, the notice will provide the time period in which the cure will be made

consistent with the applicable statute. In the event that a legal proceeding is filed concerning the provisions of this agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

8. I agree to each and every term of this Agreement.

9. I have been given time to read and consider this Lease Agreement prior to signing it and I sign it of my own free will.

\_\_\_\_\_  
(Name – Please Print)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Overrun I, LLC  
EMPLOYMENT AGREEMENT

Overrun I, LLC (“the Company”), hereby offers \_\_\_\_\_ (“Employee”) employment according to the following terms and conditions:

1. I will be assigned a work schedule after I arrive in North Carolina which will end on the end date on my J-1 Visa. The end date on my J-1 Visa will be referred to as “my scheduled work end date”.

2. I promise to make myself available to work the schedule assigned to me by the Company. I understand and agree that, if I quit my job or abandon my job early, prior to the scheduled work end date, it will create a hardship for the Company and for my co-workers.

3. The Company will pay me at a rate of \$12.00 per hour for all hours worked in a week up to 40. Any hours worked in excess of 40 in a work week will be paid at the rate of \$18.00. If you believe that there is a mistake in your paycheck, please immediately notify Becky January by calling her at 252-441-5581 or by sending her an email at [Becky@shuttersonthebanks.com](mailto:Becky@shuttersonthebanks.com) or by calling Carol Johnson, General Manager at phone number 252-267-2603; or by email: [cjohnson@dairyqueenobx.com](mailto:cjohnson@dairyqueenobx.com).

4. I understand that my employment is at-will, which means that the Company may discharge me at any time and for any lawful reason, with or without notice.

5. I acknowledge that the Company has an Employee Manual which contains important information about my job and the rules and procedures that will apply to me as an employee. The Company will provide a copy of the Employee Manual to me during orientation, shortly after I arrive on the Outer Banks. I understand that it will be my responsibility to read the Employee Manual and abide by it while I am at work.

6. I understand that the Company expects all of its employees to behave in a professional manner while performing their work and that this includes treating each other and customers with courtesy, dignity, and respect. If I believe that I have been treated in a hostile or abusive manner by a co-worker or a customer, I agree to immediately notify Nick Nuzzi by calling (252) 202-3037 or by email: [dairyqueenobx@gmail.com](mailto:dairyqueenobx@gmail.com) or (see contact information in paragraph 3, above).

7. This Employment Agreement and the Company's Lease Agreement, if applicable, take precedence over any other documents covering the same subject matter, including any documents provided to me by the exchange service, CCUSA and any other company representing a J1 student.

8. I understand and agree that it is my responsibility to provide to the Company in writing as soon as possible but at least thirty (30) days prior to my arrival in the United States the physical address for where I will live while I am working for the Company. If I elect to live in the Company's rental property, I can inform the Company of this fact by signing the Lease Agreement and faxing it to the Company's office as soon as possible but at least thirty (30) days prior to my arrival in the United States. Otherwise, I agree to provide the address for

where I will live while in Dare County, North Carolina, to the Company as soon as possible but at least thirty (30) days prior to my arrival in the United States.

9. I understand and agree that the Company does not provide transportation to and from the work site, and there is no public transportation in the area. It will be my responsibility to arrive at work on time.

10. I understand that, if I work the schedule assigned to me by the Company through my scheduled work end date, the Company will provide me with one week of free rent and free transportation back to the airport in Norfolk, Virginia. In addition, if I work the schedule assigned to me, the Company will provide me with a letter of recommendation. If I am discharged or if I abandon my job prior to the scheduled end of my employment, the Company will not provide a letter of recommendation or transportation for my return trip to the airport. It will be my responsibility to arrange my own transportation back to the airport. The estimated cost of the return trip to the airport from the Outer Banks is \$200.00.

11. I have been given the opportunity to review this Agreement and consider it prior to signing it. I sign it of my own free will.

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Signature

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Name – Please Print

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(Date)

DRAFT

# *Dairy Queen Lease Agreement*

I hereby enter into a lease agreement with OVERRUN I, LLC (“the Company”), for housing at 110 E. Carlton, Kill Devil Hills, in Dare County, North Carolina (“the property”) for the period from \_\_\_\_\_, 2021 to \_\_\_\_\_, 2021 based upon the following terms and conditions.

1. I acknowledge that I have the right to secure my own housing during the time period that I work for the Company. If I elect to sign this Lease Agreement, it is because I have decided of my own free will that I wish to live in the rental property provided by the Company, subject to the terms and conditions stated in this Agreement.
2. The property will be leased to me and other people who will also be employed by the Company. I will have my own bed in a room that I will share with four other people. The property will have a bathroom, a common kitchen, a common living room area. The property is air-conditioned and has a television and a computer in the common area which all tenants will share. The property also has a telephone, dishware, linens, internet and laundry facilities.
3. I understand and agree that each tenant of the property is expected to behave in a responsible fashion that takes into account the reasonable expectations of the other tenants. I understand and agree that I will pay the Company \$5.00 for a new set of keys if I lose my keys to the property.
4. **Rent**
  - a. I understand that my rent as a tenant at the property will be \$15.00 per day as long as I remain an employee of the Company and work the schedule assigned to me. The first two (2) weeks of rent (\$210.00) are due and payable to the Company in cash before I move into the property. After I begin work, I understand that my rent will be considered as part of my wages and I acknowledge and agree that, for my convenience, my remaining rent payments will be deducted from my paycheck by the Company. I understand that this housing is subsidized for me by the Company based upon my agreement to work for the Company at its Dairy Queen restaurants according to the schedule established by the Company after my arrival in North Carolina and continuing until the end date on my J-1 Visa. The end date on my J-1 Visa will be referred to as “my scheduled work end date”. This date corresponds with the Company’s busy season. I acknowledge that the Company would not provide this subsidized housing to me without my promise to make myself available to work the schedule established by the Company during this period of time. If I work the schedule assigned to me by the Company through my scheduled work end date and leave employment in good standing, the Company will permit me to remain as a tenant in the property after finishing work for up to seven (7) days. The rent during this period will be \$15.00 per day.
  - b. If I cease to be an employee of the Company (either because the Company has discharged me or because I have abandoned my job) prior to my scheduled work end date, I understand and agree that the rent for remaining a tenant at the property will increase to \$30.00 per day. Because I am no longer an employee, I understand and agree that I will pay my rent on a daily basis by delivering cash payments to the manager on duty at the Dairy Queen store to which I was assigned to work while employed. Failure to provide the rent payments will result in termination of my lease and I will be required to find other housing and will forfeit my deposit money. I will be required to remove all of my belongings and vacate the premises within two (2) days of my termination date.
5. I understand and agree to provide a security deposit to the Company in the amount of \$250.00 prior to being given keys to the property. We will maintain \$50 of your deposit for maintenance fees and should you maintain the house in good condition you will be returned a \$200 on your departure. I understand and agree that I will forfeit the entire \$200.00 security deposit upon the occurrence of any of the following events:
  - a. I do not pay my rent in a timely manner.
  - b. I invite a visitor or guest into the property.
  - c. I hold or participate in holding a group party or gathering at the property, except those attended only by residents of the property.

- d. I damage the property or any of the items supplied for my use as a tenant, including without limitation the television, computer, telephone, dishware, linens or laundry facilities.
  - e. I fail to maintain the property in a clean and useable manner, to include keeping the common areas clean and orderly.
  - f. I engage in any unlawful activity at the property.
  - g. I smoke inside the property.
  - h. Other employees, other than those assigned to my particular property address, are found to be residing in my apartment/house.
  - i. I take actions which result in the excessive consumption of electricity, water service or other utilities. For example, leaving the doors or windows open while running the air conditioning would result in the excessive consumption of electricity.
  - j. I participate in socializing, including talking on the telephone in loud tones, playing music or watching television or videos, in the property between the hours of 12:00 midnight and 7:00am.
  - k. I vacate the property prior to the expiration of the term of this Lease Agreement.
  - l. I am terminated from my employment at Dairy Queen.
6. The Company reserves the right to inspect the residence without notice. However, my privacy will be respected. Inspections will be performed on a weekly basis and an evaluation of the condition of the property will be documented.
7. At the conclusion of my lease term, the Company will conduct a final inspection of the property and will issue to me a written report listing the facts, if any, which support any determination that I have forfeited my security deposit in accordance with this Lease Agreement.
8. If I default on any provision of this agreement, I understand that the Company reserves the right to bring proceedings for eviction in accordance with NCGS Chapter 42. The Company will give written notice of any default to me. Notice will be delivered to the property or to the address in Dare County, North Carolina provided by me to the Company. If the default is of a nature that it can be cured by me, the notice will provide the time period in which the cure will be made consistent with the applicable statute. In the event that a legal proceeding is filed concerning the provisions of this agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.
9. I agree to each and every term of this Agreement.
10. I have been given time to read and consider this Lease Agreement prior to signing it and I sign it of my own free will.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
Month / Day / Year

Printed Name: \_\_\_\_\_