

**Keweenaw Bay Indian Community
Housing Department "Market Rate"
Lease Agreement**

**220 Main Avenue, Baraga, Michigan 49908
906-353-7117 Fax 353-7623**

SECTION A. IDENTIFICATION OF THE PARTIES AND PREMISES:

The Keweenaw Bay Indian Community Housing Department (hereinafter referred to as "Management" or "Department") does hereby lease to the following resident(s) (hereinafter collectively referred to as "Tenant" or "Head of Household") under the terms and conditions stated herein (collectively Management and Tenant known as "Parties" and individually as "Party.").

<u>The Tenants who reside _____</u> <u>in the unit include and are limited to:</u> _____ _____ _____ _____ _____ _____	ACCOUNT NUMBER: _____ Effective Date of Lease: _____ Security Deposit \$ _____ Paid by: _____ Unit Address: _____ Monthly Rental Charge beginning _____ is \$ _____ Pro-Rate charge for month of: _____ is \$ _____
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SECTION B. TERM

- 1) Month-to-Month Tenancy - This Agreement expressly grants Tenant the right to lease the Unit Address on a month-to-month basis, with each tenancy commencing on the first day of each month and ending midnight of the last day of each month. After the initial one-month term, the lease will automatically renew itself for successive month-to-month terms unless terminated by either Party as provided herein.
- 2) Termination at will - The Department may terminate this Lease without cause upon 30 days' notice to the Tenant. The Tenant may terminate this Lease without cause by giving Department thirty (30) days' notice.

SECTION C. OBLIGATIONS AND RESPONSIBILITIES OF TENANT

- 1) The Market Rate Policy ("Policy") is fully incorporated into this Agreement. The Tenant must satisfy all of the conditions of the Policy. This Lease shall govern over any inconsistent terms in the Policy if any exist. The Tenant acknowledges that he or she has been provided access to a copy of the Policy, reviewed its terms, and agrees to be bound by them. _____ (initials) _____(initials).
- 2) Tenant also agrees to comply with the terms contained in the drug free addendum, which is fully incorporated into this Lease. The Tenant acknowledges that he or she has been provided access to a copy of the Addendum, reviewed its terms, and agrees to be bound by those terms. _____ (initials) _____(initials).
- 3) The Tenant's application is also incorporated into this Lease by this reference and the Tenant's signature. Tenant represents that the information contained in the application is true and accurate and they acknowledge that the Department has relied on that information in leasing the premises. Tenant's breach of this provision is a material breach of this Agreement.

- 4) Tenant shall be entitled to the quiet enjoyment of the premises throughout this Agreement so long as they comply with the covenants of this Lease.
- 5) All obligations of the Tenant under this Agreement are joint and several. If any Tenant, guests, or other occupants violate this Lease or Policy then all Tenants are considered to have violated the Lease Agreement.

SECTION D. OBLIGATIONS AND RESPONSIBILITIES OF MANAGEMENT

- 1) Management agrees to satisfy all of the conditions in the Policy applicable to Management.

SECTION E. NOTICE

- 1) Management's Notice to Tenant - Any required notices under this Lease or the Policy will be sufficient if delivered in writing to Tenant personally or to an adult member of his or her family residing in the dwelling unit or mailed by regular mail to the Tenant's address listed in this Lease. In addition, the Department's electronic forms of communication, such as social media or email, are sufficient means of providing notice of delinquencies if the Department and Tenant have previously communicated electronically.
- 2) Tenant's Notice to Department - Tenant's notices to the Department as required under this Lease Agreement or the Policy are to be given to the Management in writing.

SECTION F. MISCELLANEOUS

- 1) Tenant's noncompliance with any covenant of this Lease or the Policy is a default. If Tenant defaults, Management may have all remedies legally permitted, including immediate termination of this tenancy, right of reentry, and declaring all remaining or outstanding balances, including rent and utilities, immediately due.
- 2) Management reserves the right to change any part of this Agreement, but will give a thirty (30) day written notice of the proposed changes. Tenant may accept this Agreement after reviewing the change by signing a new lease agreement or refuse to accept the new agreement and vacate the unit within thirty (30) days. This clause does not apply to changes Tribal Council makes to the Policy.
- 3) Tenant agrees for them self, their heirs, and personal representatives to hold Department and the Keweenaw Bay Indian Community (KBIC) harmless from all damages, including damages to the unit and structure of which they are a part; all lost rents for the unit and structure of which they are a part; and all liability that results from their negligent or illegal use of the unit and from their intentional misuse of them, including any common areas. When claims against Department's or the Department's insurance are paid because of acts or omissions of Tenant or Tenant's visitors, guests, or invitees, Tenant will reimburse them for any insurance deductible they pay.
- 4) The Agreement shall be governed by and construed in accordance with the laws of the Keweenaw Bay Indian Community. Any dispute shall be brought in the Keweenaw Bay Indian Community Tribal Court. Nothing in this Agreement shall be interpreted as a waiver of sovereign immunity for Keweenaw Bay Indian Community, the Department, any Keweenaw Bay Indian Community official or employee, any arm of instrumentality of Keweenaw Bay Indian Community, or any other entity or person associated with Keweenaw Bay Indian Community. The tenant irrevocably consents to the jurisdiction of the KBIC Tribal Court.
- 5) Any failure by the Department to exercise any rights or privileges or to insist upon full performance of all obligations assumed by Tenant or to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered or construed as waiving any such rights, privileges, obligations or duties, or to deprive the Department of the right thereafter to insist upon strict adherence to any term of the Agreement, or as creating any custom contrary thereto.
- 6) In the event that any provision of the Agreement is judicially determined to be invalid by a court of competent jurisdiction, the remaining provisions shall not be effected thereby, but shall continue in full force and effect.
- 7) This Agreement shall not be assigned, subcontracted, or delegated by the Parties to any entity or any other person without the express, written approval of the other Party. **SUBJECT TO THE PRECEDING SENTENCE, THIS AGREEMENT SHALL APPLY TO, BE BINDING IN ALL RESPECTS UPON, AND INURE TO THE BENEFIT OF THE SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES.**
- 8) The Agreement contains the entire agreement and understanding by and between the Parties, and no statements, promises or inducements made by either Party or agent of either Party that are not contained in this written Agreement shall be valid or binding.
- 9) Heirs, successors, assigns, and representatives of either Party shall be bound by the covenants of this Agreement.
- 10) No waiver, modification, or amendment of the Agreement or of any covenant, condition or limitation contained in the Agreement shall be valid unless in writing and duly executed by both Parties to the Agreement. The Parties to the

Agreement further agree that the provisions of this subsection 10 may not be waived, except as set forth in this subsection 10.

- 11) This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures transmitted by e-mail, facsimile, or similar electronic means shall operate and be accepted as originals.

In witness whereof, the parties have executed this Lease Agreement

Head of Household (Date)
(Tenant)

Tenant (Date)

Tenant (Date)

Doreen Blaker, Executive Director (Date)