

**Keweenaw Bay Indian Community
Housing Department Four Seasons Apartments
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, KBICHD, (hereinafter referred to as Management) does hereby lease to (Hereinafter referred to as Tenant) under the terms and conditions stated herein.

Name of Head(s) of Household: _____	
<u>The members who reside with head(s) of household in the unit include and are limited to:</u> _____ _____ _____ _____ _____	ACCOUNTNUMBER: _____ Effective Date of Lease: _____ Security Deposit \$ _____ Paid by: _____ Unit Address: _____ Monthly Rental Charge beginning _____ is \$ _____ Pro-Rate charge for month of: _____ is \$ _____

SECTION B. TERM

This agreement expressly grants Tenant the right to lease on a month to month basis, with each Tenancy commencing on the first day of each month and ending midnight, the last day of each month. After the initial one-month term, the lease will automatically renew itself for successive terms of month to month. The Tenant may terminate this lease by giving thirty (30) days written notice.

SECTION C. AMOUNT AND DUE DATE OF RENTAL PAYMENTS

- 1) Monthly rent shall be due beginning on the date of occupancy and payable in advance of the 1st day of EACH month.
- 2) Rental payments shall be prorated on a per day basis if the Tenant occupies/vacates unit before commencement of the next monthly rental period.
- 3) Payments are to be made in cash, money orders or checks at the KBICHD Office. Payments may be mailed in, but must be received by the due date or shall be considered late
- 4) For any checks returned (Non-sufficient funds or closed accounts) KBICHD will assess a **\$35.00 NSF** charge to the Tenant's Account.
- 5) All Tenants not vrending, auto withdrawal, or payroll deduction of rental payments are subject to a **\$25.00 Late Fee** after the 5th of each month.

SECTION D. OBLIGATIONS AND RESPONSIBILITY OF MANAGEMENT

- 1) To maintain the premises and common areas in decent, safe and sanitary condition.
- 2) Management agrees to furnish the following utilities to the Tenant(s) living in the Four Seasons Apartments as part of the rent: electricity, water and sewer, trash and gas. Other utilities are the responsibility of the tenant.
- 3) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances.

- 4) Management shall make all necessary repairs, alterations, and improvements to the dwelling unit with reasonable promptness, at its own cost and expense, except as otherwise provided in this agreement.

SECTION E. TENANT

1. The use of the apartment for the operation of a business is forbidden by the KBICHD.
2. The tenant shall not take in boarders or sublet the unit without prior approval by the KBICHD.
3. Management may enter the unit to determine whether it has been abandoned. If examination of the premises shows no evidence of occupancy, such as removal of possessions, nonpayment of rent, disconnected utilities, or by other factors. Management will post a notice on the dwelling stating Management intends to take possession within 7 days of the posting. Efforts by management to verify location of the tenant will be done. Abandonment shall be deemed termination of the lease by the tenant(s).
4. The tenant shall provide all basic upkeep of the apartment, keeping it in an acceptable condition and free from trash, clutter, and debris (including abandoned or junk cars). The KBICHD shall monitor the condition of the unit through periodic inspections.
5. Tenants shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the apartment, building, and common areas, including all public and KBICHD owned property. The head of household and spouse are responsible for all family members, residents, and guests of their apartments.
6. No tenant shall make any structural modifications to apartments at all.
7. Tenants shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The KBICHD shall maintain a record of all tenant complaints.
8. Tenant agrees to list all occupants of the apartment.
9. Tenant agrees to not smoke in the apartments, common areas and within 25 feet of the building.
10. Tenant agrees to not have any pets whatsoever on the premises, even just to visit.
11. Entry of premises during occupancy -
 - a. Maintenance - Tenant agrees that the duly authorized agent, employee or representative of management will be permitted to enter the tenant's dwelling unit for the purpose of performing routine inspections, maintenance, improvements or repairs. A written statement specifying the time, date and purpose of enter delivered to the premises at least two (2) days before such entry shall be considered reasonable advance notification. The 48 hour notices are waived if the tenant notifies management of the need for repairs and gives verbal permission for management to enter to do the repairs.
 - b. Emergencies - Management may enter the premises at any time without advance notice when there is reasonable cause to believe an emergency exists. In the event that the resident and all adult members of the household are absent from the premises at the time of entry, management will leave on the premises a written statement specifying the time, date, and purpose of entry prior to leaving the premises.
12. The tenant may secure their own insurance for personal property/contents. It is the tenant's responsibility to report all damages to the unit so claims can be processed in a timely manner.

SECTION F. DAMAGES AND REPAIRS

- 1) Tenant shall use reasonable care to keep the dwelling unit and assigned areas in such condition as to prevent health or sanitation problems from arising. Tenant shall notify Management promptly of any known need for repairs to his/her apartment and of any known unsafe conditions in the common areas and grounds of the premises which may lead to damage or injury.
- 2) If an inspection of an apartment is performed, and it reveals any deficiencies in the condition of the unit caused by damage or excessive wear and tear, the tenant shall be given thirty (30) days to correct the deficiencies, at which time a follow-up inspection shall be scheduled. Management shall determine if the deficiencies have been corrected. The tenant shall be notified and be given the opportunity to be present at the inspection.
- 3) If the tenant has not corrected the deficiencies, except for normal wear and tear, Tenant agrees to pay any reasonable charges for repair or damage to the apartment or premises caused by the Tenant, or members of his household or guests and/or visitors. Upon demand, tenant shall pay KBICHD for such itemized repairs. Failure to make full payment within the sixty (60) days of invoice may be grounds for termination of this Rental Agreement. **This policy will be strictly enforced.**
- 4) Special inspections may be required by the management if the Tenant has received unfavorable inspection reports in the past.
- 5) Management agrees to accept rental money without regard to any other charges owed by the Tenant to Management while any grievance relating to such charges is pending.

SECTION G. PRE-OCCUPANCY, AND PRE-TERMINATION INSPECTIONS AND NOTICES

- 1) Prior to commencement of occupancy by the Tenant, Management and the Tenant shall inspect the premises. The inspection statement shall be signed by Management and the Tenant.
- 2) The Tenant may terminate this lease by giving thirty (30) days written notice.
- 3) Upon receipt of Tenant's Notice of Termination, Management shall inspect the unit upon expiration of the thirty (30) days. Management shall provide two (2) days written notice of the intention to inspect the unit. The Tenant shall be provided an opportunity to participate in the move-out inspection, unless the Tenant vacates without notice to Management. Management shall furnish the Tenant with a statement of charges made in accordance with this lease agreement.
- 4) Tenant is obligated to leave the dwelling unit in a clean and good condition, reasonable wear and tear expected, and return the keys to Management. Failure to return all keys shall result in a charge of \$20 per key.
- 5) The Security Deposit is to be used by Management at the termination of this agreement toward reimbursement of the cost of repairing any damages to the dwelling unit caused by Tenant, and any extra cleaning, owed rent or other charges owed by the Tenant.
- 6) The Security Deposit, without interest, will be refunded within thirty (30) days following termination of the lease, providing Tenant has paid all amounts due to Management, has occupied the dwelling unit for the term agreed to and has, to the satisfaction of Management after inspection, left the dwelling unit in clean and good condition, with reasonable wear and tear excepted, and returned the keys to Management upon vacating the unit. Deposit will be returned in person or by mail to the last known address of Tenant.
- 7) If such deductions are made, Management will give the Tenant a written statement of any such cost for damages and/or other charges to be deducted from the Security Deposit. The Security Deposit may not be used by the Tenant to pay rent or other charges while Tenant occupies the dwelling unit.
- 8) If the security deposit does not satisfy the amount owed to management, management may seek payment of remaining amounts owed through all legal channels available.

LEASE TERMINATION

Management may terminate the tenancy during the term of this lease for serious or repeated violations of the terms or conditions of this lease, violation of applicable Federal, State, Tribal, or local law, or for other good cause as described in Section H and Section I of this lease.

SECTION H. NOTICE TO TERMINATE TENANCY FOR NON-PAYMENT OF RENT

Rent payment is due and payable on the 1st day of each month. Rent is considered late after the 5th of each month

- 1) Delinquencies - If no payment is received by the 5th of the month, the KBICHD will send a delinquency letter demanding payment of rent. In addition, management shall charge the tenant a \$25 late fee.
- 2) If the delinquent account is not settled by the 15th, a Seven (7) Day Notice to Quit shall be sent. The tenant shall be informed of the reason for termination, the need to remove personal property from the premises. The Seven (7) Notice to Quit will demand payment of the debt within the five (5) day period or legal action will be initiated.
- 3) It is expressly provided herein that the payment of rent by Tenant and the acceptance of the same by Management after Tenant has received a Seven (7) Notice to Quit the tenancy, shall not be interpreted as conduct or an election by Management to allow Tenant to remain in possession after the tenancy is terminated as a holdover tenant.
- 4) If the tenant is delinquent more than three (3) times within a twelve (12) month period, they will be breach of the lease agreement and Management may proceed with eviction.

SECTION I. LEGAL PROCEEDINGS

After the expiration of the Seven (7) Day Notice to Quit deadline, if the tenant fails to settle the delinquent account, the KBICHD staff or Legal Counsel will file a civil complaint in the KBIC Tribal court seeking eviction. The complaint shall contain a copy of the lease agreement, account ledger, letters and other notices sent to the tenant regarding the account. The KBICHD will include the cost of legal expenses and court costs incurred in the amount owed.

In entering a lease agreement, the parties agree and consent to the exclusive jurisdiction of the Keweenaw Bay Indian Community Tribal Court over all actions to enforce the obligations of the parties arising from and relating to Management/Tenant relationships.

SECTION J. NOTICE TO TERMINATE TENANCY FOR BREACH OF LEASE (INFRACTIONS)

- 1) When a tenant has received three infractions within 3 months with no corrective action taken by the tenant within the infraction deadline a 7 Day Notice to Quit may be issued.

2) **GROUNDS FOR EMERGENCY EX-PARTE TERMINATION SEVEN (7) DAY NOTICE TO QUIT**

Management may terminate the tenancy of a resident for any activity, engaged in by the tenants, any member of the household of the tenant, or any guest or other person under the control of the tenant, that—

- a) threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or employees of the owner of the housing;
- b) threatens the health or safety of, or right to peaceful enjoyment of the premises by, persons residing in the immediate vicinity of the premises; or
- c) is involved criminal activity (including drug-related criminal activity) on or off the premises.

Evictions are civil, not criminal matters. To terminate a lease and evict a Tenant, a criminal conviction or arrest is not necessary and Management need not meet the criminal standard to “proof beyond a reasonable doubt” in eviction procedures. The burden of proof is upon the defendant. Involvement in criminal activity is cause for eviction even in the absence of a conviction or arrest.

SECTION K. LEGAL NOTICES

- 1) Any required notices will be sufficient if delivered in writing to Tenant personally or to an adult member of his/her family residing in the dwelling unit or mailed, properly addressed to Tenant, postage paid.
- 2) Notices to Management of termination, requests and other notices under this Agreement are to be given to the Management in writing.

SECTION L. CHANGES

Management reserves the right to change any part of this agreement but will give a thirty (30) day written notice of the proposed changes. The Tenant may accept this agreement after reviewing the change by signing the new Lease Agreement or refuse to accept the new agreement and vacate the unit within thirty (30) days.

In witness whereof, the parties have executed this Lease Agreement
this _____ day of _____ 20__ .

Housing Management

Head of Household (Date)

(Other/Spouse)Head of Household (Date)

Doreen Blaker, Executive Director (Date)