

**BLACKFEET HOUSING
RENTAL LEASE AGREEMENT**

Adopted May 17, 2007

1. DESCRIPTION OF THE PARTIES AND PREMISES:

Blackfeet Housing, referred to as "Housing," does lease, from month to month, to _____, referred to as the "Tenant," under the terms and conditions stated below:

Unit Number: _____

MOVE IN DATE: _____

Bedroom size: _____

MOVE IN RENT: _____

No. of family members: _____

Unit Location: _____

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS:

Monthly rent of \$_____ shall be due and payable on the first day of each and every month, beginning with the first day of _____, 20____, and continuing throughout the term of this lease. This rent will remain in effect unless adjusted in accordance with the provisions of Section 5 hereof. If the initial commencement date of this lease is other than at the beginning of a month, the Tenant shall pay for such partial month of occupancy at a prorated share of the monthly rent, before occupancy of the leased premises may commence.

Payments not received by the 10th day of the month are considered past due and are subject to collection and eviction action in accordance with the Housing's payment collection and eviction policy.

Delinquencies in excess of two (2) months will not be tolerated. The Tenant will be notified that the entire amount is due and payable on the first day of the second month in which the delinquency remains unpaid. Once entered into an agreement and defaulted, eviction action will be started against the tenant.

In the event the tenant receives a utility reimbursement payment, this Lease and its conditions will continue as long as the Tenant abides by the rules, terms and conditions of this Lease.

3. SECURITY DEPOSIT:

The Tenant agrees to pay \$_____ as a security deposit, to be paid in full prior to occupancy. The security deposit may be used by Housing at the termination of this lease for reimbursement of the cost of repairing any intentional or negligent damage to the lease premises caused by the Tenant, his family or guests, and any rent or other charges owed by the Tenant. Any portion of the security deposit remaining after such charges will be refunded to the Tenant.

If the total charges for damages exceed the amount of the security deposit, the tenant hereby agrees to pay for all additional charges when he or she vacates the unit. If the unit is left in an unclean condition after the tenant moves out, both interior and exterior, Housing will clean the unit at the tenant's expense. The costs of cleaning will be charged against the security deposit first before any charges for damages, etc..

4. UTILITIES:

The tenant agrees to pay all gas, electricity, water, sewage, garbage, street lights, and landfill services. The tenant also agrees to pay all membership fees, deposits, connection charges, etc., billing made in the tenant's name only. If the tenant's utilities are shut off for non-payment, the tenant will be given ten (10) days in which to correct the situation or otherwise, eviction will be initiated.

**BLACKFEET HOUSING
RENTAL LEASE AGREEMENT**

5. CERTIFICATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

Upon initial occupancy and once each year thereafter prior to the anniversary date of this lease, the tenant agrees to furnish accurate information and documentation for use by the Housing in determining whether the Tenant remains eligible for low-rent housing and whether the rent amount should be adjusted. Tenants will be notified in writing ninety (90) days in advance of due date of Certification. HUD form 50058 will be used to verify and determine rental rates and eligibility and is made a part of this Lease.

- a. The rent set forth in section 2 or as adjusted pursuant to Section 5 above will remain in effect for the period between regular or interim recertification. Rent changes will occur in the following situations.
- (i) The tenant can show a change in his income such as an increase or decrease of income which would justify a change in rent. Any such changes must be reported to the Housing within ten (10) days of change.
 - (ii) If it is found that the tenant has misrepresented to the Housing the facts upon which rent is based, or that the rent is less than appropriately charged, an increase in rent may be made retroactive, and/or eviction may be initiated.
 - (iii) In the event of any rent adjustment pursuant to this Section, the Housing will mail or deliver a NOTICE OF RENT ADJUSTMENT to the Tenant in accordance with Section 10 hereof.
 - (iv) Claiming zero income will result in monthly rental payments or credit rents being zeroed out for the months of not receiving income. Zero income must be verified each month, failure to verify each month will result in a ceiling rent charge which may be retroactive to a predetermined date by Blackfeet Housing.
 - (v) In case of rent decreases, the adjustment will become effective the first day of the following month. In case of rent increases, the adjustment will become effective the first of the second month, unless the rent increase results from a finding of intentional and misrepresentation under Section 5 (a) (ii).
 - (vi) Failure to complete an Annual or Interim Recertification by due date will result in credit rent being zeroed out and a ceiling rent charge which may be retroactive to a date determined by Blackfeet Housing.

6. CONTINUING OCCUPANCY:

- a. If the Housing finds that the Tenant's income has increased so that it is above the approved income limit for continued occupancy in rental housing, the Housing may then determine whether the Tenant can, with reasonable effort, find other suitable housing, the Tenant may remain in rental housing at the Housing's discretion so long as the special circumstances exist, but the monthly rent will be increased accordingly. The adjustment will become effective the first day of the second month following notice by the Tenant.
- b. If the Housing determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, Housing may amend this lease by notice to the Tenant, in accordance with Section 11, that the Tenant will be required to move to an appropriately sized unit as soon as the correct size unit is available.
- c. If the head of household dies, leaves the home or relinquishes his/her rights the family may continue to occupy the unit so long as there is a new lease executed with the remaining family members of original lease and family composition, including children born after the date of move-in, and a new head of household is established. Head of household must be eighteen years of age or older.

**BLACKFEET HOUSING
RENTAL LEASE AGREEMENT**

7. OCCUPANCY OF DWELLING UNIT:

(a) The tenant shall not assign this lease nor sublet or transfer possession of the premises. Tenant agrees not to give accommodations to temporary lodgers or guests for more than thirty (30) days without consent of the Housing. The Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit for the Tenant and family or dependents consisting of:

_____ an
d reasonable accommodations for guests or visitors.

(b) Live-in Aide/Attendant: A person who lives with an elderly, disabled or handicapped individual(s) and is essential to that individual's care and well being, not obligated for the individual's support and would not be living in the unit except to provide the support services. While a relative may be considered to be a live-in aide/attendant, they must meet the above requirements, especially the last. The live-in aide qualifies for occupancy only as long as the individual needing supportive services does, and may not qualify for continued occupancy as a remaining family member after the tenant, for whatever reason, is no longer living in the unit. A live-in-aide must be certified as a personal care attendant, and be available for twenty four (24) hour care. A person who is a full time employee will not be considered as a live-in-aid. A live-in aide who violates any provisions of the Rental Lease Agreement will be required to move-out of the unit.

8. ABANDONMENT OF UNIT:

In the event the Tenant is absent from the unit for a continuous period of one week or more, or if the Tenant is absent from the unit for said time period and allows a person who is not listed on the Lease or income sheet to occupy the unit, without first notifying the Housing, Blackfeet Housing shall board the unit. Give the Tenant/Occupants three (3) working days to remove any belongings in the unit. Abandonment of unit will be an automatic Termination of the Blackfeet Housing Rental Lease Agreement.

9. DAMAGE AND REPAIRS:

The tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. The Tenant shall notify the Housing promptly of known needed repairs to his dwelling unit, and of known unsafe conditions in any common areas and grounds in the project in which the leased premises are situated, which may lead to damage or injury. Except for normal wear and tear, Tenant agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises or to other property in the project in which the leased premises are situated, caused by the Tenant, his family or dependents. Such charges will be billed to the tenant and shall specify the items of damages involved, correctional action taken, and the cost thereof. Damages due to tenant abuse, neglect, or carelessness in the amount of \$1,000.00 dollars or more shall result in immediate eviction/termination proceedings.

The Tenant shall keep the yard and sidewalk around the leased premises free from ice, snow, litter and junk vehicles according to section 14, part e. & h., of this Rental Lease Agreement. The Tenant shall keep the unit in a clean and sanitary condition. Also where there is a lawn the Tenant shall mow or cut the grass before it exceeds 6" high, rake and care for the planted areas as required.

Subject to anything to the contrary set forth above, the Housing shall maintain the building in which the leased premises are located and the common area and grounds surrounding the same in a decent, safe and sanitary condition to conform with the requirements of local housing codes and applicable regulations and

**BLACKFEET HOUSING
RENTAL LEASE AGREEMENT**

guidelines of the Department of Housing and Urban Development. The Housing shall make all necessary repairs, alterations and improvements to the leased premises with reasonable promptness at its own cost and expense, except as otherwise herein provided. If repairs or defects hazardous to life, health and safety are not made or temporary alternative accommodations offered to the Tenant within seventy-two (72) hours, the Tenants rent shall abate during the entire period of the existence of such defects, while he is residing in the unrepaired premises. However, rent shall not abate if, under the circumstances, the Tenant rejects reasonable alternative temporary accommodations offered to him by the Housing.

10. INSPECTIONS:

At the time the Tenant moves in, the Housing shall inspect the leased premises and it shall give the Tenant a written statement of the conditions of the dwelling unit and the equipment in it. The Tenant and/or his representative may join in such inspections and sign such written statement.

The Tenant agrees that the duly authorized agents, employees or representatives of the Housing will be permitted to enter the Tenant's dwelling unit for the purpose of conducting annual inspection, to examine the conditions thereof or for making improvements or repairs. Entry for annual inspections may be made only during reasonable hours, after advance notice in writing to the Tenant of the date, approximate time and purpose. Annual Inspections will be rescheduled one (1) time only before entry will be made with Housing Security to complete the inspection. For the purpose of repairs or improvements requested by the Tenant, the Housing will attempt to gain consent from the Tenant before such repairs are done. If however, the repairs or improvements are of an emergency basis, and if it is a life and death situation, Tenants may not deny the Housing, or its representative's permission to enter the unit.

When the Tenant vacates the leased premises, the Housing will inspect the unit and give the Tenant a written statement of charges, if any, for which the Tenant is responsible. The Tenant and/or his representative may join in such inspection.

The Housing shall have and Tenant hereby gives permission to the Housing to enter the unit for inspection based upon probable cause. If the Housing determines, at its discretion, that probable cause exists for entry and inspection, a Housing representative may enter the unit. "Probable cause" is defined as follows:

- a. Suspicion of possession or possession with intent to sell, any illegal substances or alcoholic beverages without a license;
- b. Contributing to the delinquency of a minor or harboring the same;
- c. Harboring fugitives or suspected criminals; and
- d. Emergency situations endangering life or property.

Entry and inspection may also be gained by Housing representatives after regular hours if there exists sufficient evidence that the Tenant or Tenant's guests are creating a disturbance which causes annoyance or discomfort to the other tenants or the community.

11. LEGAL NOTICES:

Any notices required will be sufficient if delivered in writing to the Tenant personally or to an adult member of his/her family residing in the dwelling unit or if sent by mail properly addressed to the Tenant, postage prepaid. Notices to the Housing must be in writing and delivered to the Housing's main or central office, or mailed to the Blackfeet Housing, P. O. Box 449, Browning MT 59417, with the postage prepaid.

**BLACKFEET HOUSING
RENTAL LEASE AGREEMENT**

12. TERMINATION OF THIS LEASE:

This lease may be terminated by the Tenant at any time by giving fifteen (15) days notice of termination. The Tenant agrees to leave the leased premises in a clean and good condition, reasonable wear and tear accepted, and to return all keys to the Housing when he/she vacates.

This lease may be terminated by the Housing at any time by giving a written notice as provided for in section 11 above. Notice must be given not less than thirty (30) days prior to the termination unless abuse to the unit is apparent, then a three (3) day notice shall be issued. Such notices may only be given for good cause such as nonpayment of rent, serious or repeated damage to the premises, creation of physical hazards, and continued lease violations.

Any credit on account at move-out or termination of lease, due to a credit rent during occupancy, will be zeroed out and not allowed to use toward tenant caused damages to the unit.

Notice of termination of this lease may be given by either party on any day during any month. If the Housing elects to terminate this lease, the Tenant must be given written notice in accordance to Section 11 above. In the written notice the Tenant will be informed of the following:

- a. The specific reasons for the proposed eviction, the alleged facts upon which it is based and,
- b. Tenant's right to request a hearing upon the proposed eviction under the Grievance procedure provided for in Section 13 of this lease.

13. GRIEVANCE PROCEDURE:

All grievances and appeals arising under this lease shall be processed and resolved by the BH Grievance Committee. A copy of the Housing procedures is posted in the lobby of the Housing and is made available to anyone wishing to review such procedures.

14. RULES OF OCCUPANCY FOR HOUSING:

- a. The tenant, members of his household and visitors shall comply with all laws affecting the use or occupancy of the premises.
- b. The tenant shall not create any disturbances which would cause annoyance or discomfort to other tenants or the community.
- c. The person whose name is on the lease is responsible for all actions of children and other residents, and guests of the unit.
- d. Every unmarried person under the age of eighteen (18) years shall be subject of curfew regulations throughout the Blackfeet Reservation. From June 1, to September 1, the curfew shall be 11:00 p.m., and from September 2, to May 31, the curfew shall be 10:00 p.m., or shall conform to the laws of the various municipalities throughout the Reservation. Parents or guardians of children under the age of 18 are responsible for curfew regulations. The Housing specifically adopts the Tribal Curfew and violation thereof may lead to eviction.
- e. The tenant shall keep the premises in a clean and sanitary condition, both inside and outside of the dwelling unit.
- f. No more than two (2) house pets are permitted in a unit. Dogs must be leashed or fenced in at all times.

BLACKFEET HOUSING RENTAL LEASE AGREEMENT

No dogs are allowed to be kept by tenants living in multiple family dwelling units, except elderly families in accordance with federal regulations. Any pets that are causing problems will be dealt with in accordance with the Blackfeet Tribal Dog Ordinance. Dogs which exhibit aggressive behavior are prohibited on Housing property.

- g. No livestock is to be kept by rental tenants on Housing Property.
- h. Cars shall be parked only in designated parking areas. Cars in inoperable condition or without current license plates for over 30 days must be removed from the premises. If the tenant fails to remove the car Housing will have it removed at the tenants expense, and will also be dealt with according to the Blackfeet Reservation Junk Vehicle and Wrecking Yard Ordinance. Notice or signed consent by the tenant is not required once it is determined that the vehicle is a junk vehicle. Buses, motor homes, horse-trailers, camper-trailers, and all terrain vehicles are prohibited on all Housing owned property, including all rental community sites and common areas, if the Housing determines it to be unsightly or hazardous.
- i. Tenants may not sublease unit, take in boarders or use the house or grounds as a place of business without prior written approval of Blackfeet Housing.
- j. Tenants shall pay all utility charges to their respective suppliers each month without notice to prevent shut-offs.
- k. Blackfeet Housing will not be responsible for any articles or personal property left in vacated units. After giving Ten (10) day written or hand delivered notice, BH will dispose of all personal property left in vacated units.
- l. BH is not responsible for any articles or personal property lost or stolen from the premises or grounds.
- m. The tenant shall notify Blackfeet Housing promptly of the need of any repairs to the premises. The tenant shall be charged for all damages due to his negligence or mistreatment of property. All damage due to the tenants negligence will be repaired at the expense of the tenant.
- n. Tenants shall cooperate with Blackfeet Housing in the completion of all maintenance work and maintenance inspections. Tenants may not deny BH permission to enter rental units for maintenance work or inspections purposes.
- o. In the event of damage caused by the tenant that is covered under the Housing's Amerind insurance fund, the tenant will pay the deductible amount for each loss.
- p. The tenant agrees to not alter the premises during tenancy without prior written approval by the housing. Said alterations include but are not limited to: installing carpet, changing locks or fixtures, etc..
- q. All leasehold improvements made to the property by the tenant become the property of the Housing upon termination of lease.
- r. The tenant shall deposit all garbage, trash, and rubbish in plastic bags in a suitable metal receptacle in the storage area provided.
- s. Burning of any kind is prohibited in the project and home-site areas.
- t. Plumbing, electrical, or gas burning equipment shall not be used for any other purpose than those for which they are intended (e.g., ranges are not to be used for heating the unit). Equipment shall not be adjusted or modified by the tenant. The tenant shall report faulty equipment to Blackfeet Housing.

**BLACKFEET HOUSING
RENTAL LEASE AGREEMENT**

- u. Inflammables, gasoline, naphtha, solvents, etc., must not be kept in or near the dwelling unit.
- v. Sale of fireworks are prohibited at all times on all Housing owned property, including but not limited to rental community sites, Home ownership community sites, project streets, and office/community center grounds. The use of fireworks is also prohibited on Housing owned property without proper supervision. Any damage caused by the use of fireworks will be charged to the tenant.
- w. BB guns, pellet guns, etc., are prohibited in all Rental and community sites. Damages caused by these will be charged to the tenant(s) found to be responsible, and can also result in eviction.
- x. Tenants may construct fences on the grounds around the leased premises. Prior permission must be obtained in writing from the BH maintenance department. Fences must be constructed in a manner as to complement the surrounding area. Fences shall not exceed 4' feet in height at the front of the dwelling unit; 6' feet in height at the rear of the dwelling unit; at least 5' feet from the curb and public thoroughfare; and 15' feet from the corner curb to the corner of the fence.
- y. All permanent fences are considered leasehold improvements and become the property of Housing. If the tenant elects and BH agrees to allow the tenant to remove the fence upon termination of the lease agreement, the tenant will return the grounds to the same condition at his/her own expense.

15. MANDATORY TENANT MEETING AND WORKSHOPS:

Blackfeet Housing Tenants are required to attend all meetings and workshops set up by Housing Staff. Notices will be mailed or hand delivered at least one (1) week in advance. Tenants must notify the Housing Staff at least twenty four (24) hours prior to the date and time if they are not able to attend.

16. DRUG POLICY ZERO TOLERANCE:

Blackfeet Housing, in order to provide secure, safe and decent housing, hereby adopts a zero tolerance policy regarding illegal drug use, on or off Blackfeet Housing premises pursuant to Blackfeet Housing Resolution #2004-20.

Any occupant, family member, guest or person, whom Blackfeet Housing has reasonable cause to believe, whose illegal drug use or pattern of use, or use of, or pattern of use of alcohol, on or off Blackfeet Housing premises, interferes with the health, safety and peaceful enjoyment of individuals in Blackfeet Housing units, will be subject to immediate board up.

The occupant understands, consents to and agrees that they, their family members and guests will maintain the Unit in a drug free state, or be subject to immediate board up. If the occupant, any member of the household or a guest engages in any drug related activity, on or off Blackfeet Housing project premises, they will be subject to immediate board up and Eviction proceedings will begin. Conviction is not necessary for eviction.

17. ILLEGAL SALE OF ALCOHOLIC BEVERAGES:

The sale of any and all alcoholic beverages is prohibited on all Housing property.

18. MISCELLANEOUS:

If and whenever the Housing is required to or desires to change, amend, add to or delete from the provisions here set forth in order to have this lease conform with changes in any applicable rules or circulars of the Department of Housing and Urban Development, then the Tenant shall and must automatically agree and consent to such changes, amendments, additions or deletions to this Lease, after

**BLACKFEET HOUSING
RENTAL LEASE AGREEMENT**

the Housing has properly notified the Tenant of the same.

19. ENTIRE AGREEMENT:

This Lease, together with any future adjustment of rent or dwelling unit, evidences the entire agreement between the Housing and the Tenant. No changes herein shall be made except in writing, signed and dated by both parties.

20. GOVERNING LAW:

This Lease and the terms and condition hereof shall be interpreted in accordance with the Law and Order Code of the Blackfeet Tribe and any Federal laws, rules and regulations.

Any Tenant(s) who forcibly assaults, resists, opposes, impedes, intimidates or interferes with any BH Staff personnel while engaged in or on account of the performance of His/Her official duties while employed with BH, during or after business hours, shall face immediate eviction and/or legal proceedings in Blackfeet Tribal Court.

21. JURISDICTION:

Jurisdiction for any legal proceedings commenced hereunder shall be in the Blackfeet Tribal Court.

22. PARTIAL INVALIDITY:

If any term, covenant, condition or provision of this lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition or provision of his Lease shall be valid and be enforced to the fullest extent permitted by Law.

23. WAIVERS:

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Blackfeet Housing Representative

Date

Tenant

Date

Tenant

Date