

**TRAILER PARK LEASE AGREEMENT**

**SCHOOL DISTRICT NO. 9  
P.O. BOX 610  
BROWNING, MT 59417**

**THIS AGREEMENT** is made and entered into on this \_\_ day of \_\_\_\_\_, 202\_\_, by and School District No. 9 as Landlord (hereinafter “School District”) and \_\_\_\_\_, (hereinafter “Tenant”).

In consideration of the Tenant’s payment of rent and performance of the other provisions of this agreement, the School District hereby leases the premises to the Tenant in accordance with the terms and conditions set forth herein as follows:

**1. General Conditions:** The parties agree that each term and provision of this agreement constitutes a condition on Tenant’s right to possession of the premises. Any failure by Tenant to comply with one or more of such terms or provisions shall constitute a default hereunder, and the School District may terminate this agreement and Tenant’s right to possession of the premises in any manner provided by law. Each Tenant is jointly and severally liable for the performance under this agreement, including the payment of rent.

**2. Requirement of Continued Employment:** This agreement is expressly conditioned upon the Tenant’s employment by the School District. Termination of employment by way of resignation, dismissal, nonrenewal, or any other condition under which the Tenant ceases to be employed by the School District will also constitute termination of this agreement, and the Tenant shall vacate the premises with 30 days of the effective date of termination of employment.

**3. Condition of Premises:** By execution of this agreement, Tenant acknowledges and agrees that the he/she has inspected the premises and that the condition of the premises meets with his/her approval. Tenant acknowledges further that the premises are in a habitable condition and agrees to maintain the premises in good repair and upon expiration or termination of the tenancy to return the premises in as good or better condition as when received, reasonable wear and tear excepted.

The School District shall be responsible for the maintenance and upkeep of the main water and sewer lines. The supply lines from the main lines to the premises shall be the sole responsibility of the Tenant.

If any damage to the property shall be caused by the Tenant’s acts or negligence, or by the acts or negligence of Tenant’s guests or invitees, the Tenant shall be responsible for repairing such damage at the Tenant’s own expense. Should the Tenant fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the School District may, at its option, make such repairs and charge the cost thereof to the Tenant. The Tenant hereby agrees that the cost of repairs will be added to the next month's rent and authorizes an increased payroll deduction to pay for the repairs.

Initials: \_\_\_\_ / \_\_\_\_

**4. Maintenance of Lot:** The Tenant agrees to keep the grass, shrubbery and flowers on his/her trailer lot trimmed and groomed at all times. Tenant further agrees to keep his/her trailer lot area and the street in front of his/her lot free of litter at all times. In the event the grass, shrubbery or flowers need grooming, or if there is litter on the premises, the School District reserves the right to maintain and clean the lot and Tenant agrees that the cost of the maintenance and clean-up will be added to the next month's rent and authorizes an increased payroll deduction to pay for the services.

**5. Term of Tenancy.** The term of the tenancy shall be month to month. Tenant shall give the School District written notice at least thirty (30) days prior to the Tenant's anticipated termination date. Tenant's surrender of the leased premises before expiration of the above stated term is not effective to discharge Tenant of the obligations set forth herein, unless the School District provides the Tenant with written acceptance of this surrender.

**6. Breach of Agreement.** If the Tenant breaches any term or provision of this agreement, including, but not limited to, leaving the premises vacant for a period in excess of seven (7) days without notifying the School District in advance, failing to pay rent when due, or violating any subpart of § 70-24-321, MCA, the School District, at its option, may terminate this agreement, retake possession of the premises, and use any other remedies available to it under the law. Such termination, however, does not prejudice the School District's rights to recover from Tenant the balance of any rental or other payments then due or other payments that will become due during the term of this lease.

**7. Rent.** Tenant shall pay to the School District a monthly rental amount of \$\_\_\_\_\_ due and payable on the \_\_\_\_ day of each month. The first of such payments shall be due in advance, advance, commencing with the commencement date of this agreement, subject to adjustment as hereinafter provided by the Board of Trustees of School District No. 9. The monthly rental shall not include the cost of janitorial services, electricity, gas, heat and phone service, which shall be the sole responsibilities of the Tenant. The Tenant agrees that the monthly rental payment is subject to adjustment by the School District when such changes are adopted by the Board of Trustees of School District No. 9 and the Tenant receives thirty (30) days written notice of any such adjustment from the School District. If the rental amount is altered, an addendum will be made to this agreement stating the amount of the adjusted monthly rental which the Tenant will be required to pay.

The rental amount shall be paid by automatic payroll deduction, and the tenant's signature on this agreement constitutes the written agreement of the Tenant that the rental amount may be withheld from the Tenant's wages, and additionally constitutes the written request of the Tenant for withholding of the monthly rental amount from the Tenant's wages. Tenants who are not twelve (12) month employees of School District No. 9 agree that the summer months' rent shall be automatically deducted from the final payroll check of the school year.

**8. Utilities.** Tenant shall be responsible for the following utilities: Tenant shall have all utilities for which he/she is responsible, placed in his/her name within three (3) days after the date of this agreement. Tenant is responsible for the utilities throughout the term of this lease, including the last 30 days, regardless of whether Tenant is actually occupying the premises.

**9. Non-Assignment; Subletting; Use of Premises:** Tenant shall not assign his/her rights under this agreement, sublet the premises, or otherwise permit the use of the premises for any purpose other

Initials: \_\_\_\_ / \_\_\_\_

than as a private dwelling solely for the Tenant and approved occupants. Persons authorized to reside in the premises are: \_\_\_\_\_ . (Name of Tenant(s))  
The Tenant must reside in the premises during the term of this agreement.

Tenant shall not use or operate any equipment or machinery that is harmful to the premises or which is disturbing to other residents of the Mobile Home Park. The Tenant shall not use the premises for any purpose deemed hazardous by the School District.

**10. Security Deposit.** Tenant acknowledges receipt of a copy of the written statement of condition of the Premises, which is attached. Tenant shall deposit with the School District the sum of \$\_\_\_\_\_ .00 to secure Tenant's compliance with all conditions of this agreement. TENANT MAY NOT USE DEPOSIT AS LAST MONTH'S RENT.

In the event of Tenant's breach of the terms or conditions of this agreement, the School District may deduct the amount necessary from the deposit to compensate the School District for all loss, injury, or damage to the premises caused by Tenant, his/her family, or guests, plus all unpaid rent, cleaning charges, unpaid utilities, late charges, any fees or charges provided for in this agreement, including attorney's fees, and other monies owed to the School District and as allowed by law.

Upon termination of the tenancy, or Tenant's surrender of the premises, whichever occurs first, Tenant shall provide the School District with his/her forwarding address. The School District will deliver to Tenant a written list of any deductions, if any, from the security deposit and payment of the balance due to Tenant. If deposit is insufficient to satisfy the charges listed, the School District may collect the deficiency from the Tenant as provided by law. If there are no such charges, the School District shall return deposit to Tenant within 10 days after termination of tenancy. The School District may not deduct cleaning charges until written notice of any necessary cleaning has been given to the Tenant. Upon the School District's delivery of this written notice, Tenant has 24 hours to bring the premises to condition at time of renting. The School District shall return any remaining balance of deposit, less deductions, within 30 days after termination of tenancy or surrender.

**11. Tenant's General Responsibilities.** Tenant shall be responsible for the following:

- a) Compliance with all obligations imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety;
- b) Keeping the part of the premises he/she occupies and uses as reasonably clean and safe as the condition of the premises permits;
- c) Disposal from his/her dwelling unit of garbage, ashes, and other waste in a clean and safe manner;
- d) Keeping all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits;
- e) Using, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, appliances and facilities on the premises;

Initials: \_\_\_\_ / \_\_\_\_

f) conducting himself/herself, his/her guests and invitees, and requiring that any other persons on the premises with his/her consent conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of the Premises; and

g) Using all parts of the premises, including but not limited to the living room, dining room, bedroom, kitchen, and bath in a reasonable manner consistent with the purpose for which they were designed and intended.

**12. Tenant's Duties Upon Termination.** Upon termination of the tenancy, Tenant shall return premises to the same condition in which it was received, ordinary wear and tear excepted, and free of Tenant's personal property, trash, and debris. Upon letting the premises, the carpeting was professionally cleaned and upon vacating Tenant shall cause the carpets to be professionally shampooed.

By agreement, Tenant and the School District may inspect premises in a walk-through inspection, 1 week prior to the termination of tenancy. If there is no agreement to inspect, a 24-hour notice will be provided unless there is an emergency. If necessary, after inspection, the School District will provide Tenant with a written list of the cleaning necessary to return the premises to the same condition as when rented. Tenant has 24 hours to complete any cleaning.

**13. Abandoned Property.** After five (5) days following Tenant's surrender of the premises or termination of tenancy in any manner except by court order, and if the School District reasonably believes that Tenant has abandoned any personal property remaining on the premises, the School District may remove the personal property to a place for safekeeping, and take any steps reasonable and proper under § 70-24-430, MCA. The School District shall be entitled to reimbursement from Tenant for actual costs of storage and safekeeping of the property.

**14. Pets.** Tenant shall not bring, keep, or allow to be kept, any pet on the premises without the written consent of the School District and completion of pet addendum and pet agreement contained herein.

**15. Alteration of Premises.** Tenant shall make no alterations, decorations, additions, or improvements on or to the premises or to the School District's equipment or fixtures on the premises without the School District's prior written consent. Tenant shall not install any fixture or equipment without the School District's prior written consent and then only by contractors and approved in writing by the School District. Any structural change not pre-approved by the School District in writing will be subject to removal at Tenant's expense.

**16. Vehicles on Premises; Parking.** Tenant shall not park or drive vehicles on the lawn at any time, including for the loading or unloading of furniture from moving trucks. Tenants and their guests shall drive in a safe and prudent manner in all parking lots on the premises. Tenant shall not park any unlicensed, unregistered, or inoperative vehicle on the premises. Should the School District find it necessary to remove abandoned or unregistered automobiles, the TENANT agrees that the cost of the removal will be added to the next month's rent and authorizes an increased payroll deduction to pay for the removal.

Initials: \_\_\_\_ / \_\_\_\_

No major overhauling or working on cars is permitted on the premises. Tenant shall not park any trailer, boat, or RV on the premises, unless it is stored inside the Tenant's garage.

Tenant is allowed parking space(s) on the premises. Please list the following information with respect to all Tenants' vehicles:

---

Model / Make Year Color License Plate – State & Number

---

Model / Make Year Color License Plate – State & Number

**17. Keys; Security System.** Tenant shall keep the doors of the unit locked during Tenant's absence. The School District will not be responsible for any article lost, missing, or stolen from the premises. Tenant shall not install different locks on any doors or windows in the unit without written permission from the School District. Tenant must obtain written authorization from the School District to install a security alarm system. If the School District provides this written authorization, Tenant must also provide the School District with information indicating where and how the sensors are installed, provide the School District with a current access code, and list the School District as an authorized person to enter the unit with the alarm company.

**18. No Smoking.** Smoking is not allowed inside the premises.

**19. Hazardous Materials.** Tenant's use or storage of gasoline, hazardous materials, or other flammable or explosive materials on the premises is prohibited. Barbecue grills are to be used outside only, and while in use, Tenant must keep the grill at least one (1) foot away from the outside walls.

**20. Waterbeds.** Tenant shall not keep a waterbed on the premises without the written approval of the School District. The School District will only provide such authorization if Tenant carries waterbed insurance and provides proof of insurance to the Management.

**21. Nails.** Tenant shall not drive nails or screws into trim, doors, or cabinets. Tenant may use small nails or pins for hanging pictures. Ceiling hooks are not permitted. Tenant shall not install any outside satellite dish or antenna without the School District's written authorization.

**22. Tenant's Extended Absence.** Tenant shall notify the School District, in writing if he/she will be absent from the -premises for more than seven (7) days, no later than the first day of this extended absence.

**23. Guests.** Tenant must receive written authorization from the School District for any person staying in the unit for more than 7 days who is not a party to this agreement. The School District may withhold said authorization in its sole discretion, and if said authorization is granted, the School District may require any such person to execute a copy of this agreement, and be jointly and severally liable for performance hereunder.

Initials: \_\_\_\_ / \_\_\_\_

**24. Renter's Insurance; Management Liability.** Tenant shall carry renter's insurance, and provide a copy of the policy to the School District within twelve (12) days of the date of this agreement. At any point that the Tenant's insurance policy lapses, he/she will be found in breach of this agreement. The School District shall not be liable to Tenant for any injury, damage or loss to his person or property, which is caused by the act or omission of any other tenant or third party.

**25. Smoke & CO2 Detectors.** Pursuant to § 70-24-303, MCA, one or more carbon monoxide detectors and one or more smoke detectors (as those terms are defined at § 70-20-113, MCA) have been installed on the premises and are in good working order. Tenant shall keep the detectors in working order at all times, including replacement of batteries.

**26. Repairs.** The Tenant shall promptly report any repairs needed to the School District. All repairs, complaints, or requests must be made in writing and given to or mailed to: \_\_\_\_\_ . The School District shall make repairs necessary to put and keep the premises in fit and habitable condition within three (3) days of receiving said written notice, and all repairs not constituting an emergency within 14 days of receiving said written notice.

**27. Access to Premises.** Tenant will allow the School District access to the premises at all reasonable hours for the purpose of examining or exhibiting the premises, making any necessary repairs which the School District may deem fit for the benefit of or related to any part of the premises. The School District will provide Tenant with required 24- hour notice of entry, when such entry is necessary. The School District may enter the premises without the consent of Tenant in the case of an emergency.

**28. Lock-Out Fee.** The School District will charge Tenant \$25.00 every time he/she is locked out of their unit and the School District is called to let the Tenant in.

**29. Garbage.** Tenant shall dispose of all trash, garbage, and refuse in a reasonable and tidy manner, in the designated solid waste containers. Tenant agrees to provide an outside covered garbage can for collection and storage of garbage until routine garbage pickup by the City. The Tenant agrees to become familiar with the garbage pickup schedule and will take the necessary steps to insure that garbage is picked up on the regularly schedule days.

**30. Quiet Enjoyment.** Quiet hours are from 10p.m. to 7a.m., Sunday through Thursday, and 11p.m. to 8a.m., Friday through Saturday. The creation of a nuisance or annoyance, whether by disorderly parties, indecency, or disorderly conduct by Tenant, or Tenant's guests or invitees, will cause the immediate expulsion of the offending party.

**31. Operation of Business Prohibited.** This section does not preclude the right of the tenant to operate a limited business or cottage industry on the premises, subject to state and local laws, if the School District has consented in writing. The School District may not unreasonably withhold consent if the limited business or cottage industry is operated within reasonable rules of the School District.

**32. Non-Waiver.** Any forbearance by the School District, including, but not limited to, the School District's acceptance of rental payments, or any part thereof, on the due date, or subsequent to the due date, shall not be considered as a waiver of the School District's right to pursue any remedy

Initials: \_\_\_\_ / \_\_\_\_

arising hereunder or under Montana Law for existing or subsequent defaults, or for breach of any other term, covenant, or condition herein to be observed and performed by Tenant.

**33. Drug Activity.** Neither Tenant nor any of Tenant’s guests or invitees shall engage in drug related criminal activity on or near the premises. The term “drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance. Tenant acknowledges that any such activity shall result in termination of this agreement.

**34. Severability.** If any term or provision of this agreement shall be held invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.

**35. Attorneys Fee - costs.** In the event either party shall initiate an action in any forum for enforcement or interpretation of this rental agreement, reasonable attorney’s fees, together with costs and necessary disbursements, shall be awarded to the prevailing party. The term “prevailing party” means the party in whose favor final judgment is rendered.

**36. Pest Control.** It shall be the responsibility of the Tenant(s) to perform any necessary pest control both indoors and outdoors of their premises.

**IN WITNESS WHEREOF:**

I have read and received the Agreement, as well as any exhibits and disclosures attached hereto and agree to comply with all terms and provisions contained herein.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

School District: \_\_\_\_\_ Date: \_\_\_\_\_

Initials: \_\_\_\_ / \_\_\_\_