

Browning Public Schools  
**Board Agenda Request**  
Meeting To Be Held: 8-8-17



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**Recognition:**   ☐ Students                      ☐ Staff                      ☐ Parents  
**Information:**   ☐ Building Report                      ☐ Old Business                      ☐ Superintendent's Report  
**Action:**   ☐ Resignation                      ☐ Hiring                      ☐ Contract Service Agreements  
                    ☐ Travel Out-of-State                      ☐ Travel In State                      ☒ Approvals  
                    ☐ Termination                      ☐ Legal Matters                      ☐ Other:  
                    This action request pertains to ☐ Elementary (only)                      ☒ High School/District Wide

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**Date:**      7-31-17

**To:**              **Board of Trustees**

**From:**      Corrina Guardipee-Hall  
**Title:**      Superintendent

**Subject: Increase Trailer Court Lot Rental Fee**

**Description:** Approval of Addendum #2 for the Lot Rentals at Teachers' Trailer Court: Starting September 1, 2017 the Facilities Committee has recommended to increase the lot rental fee at the Trailer Court to \$100.00 a month.

**Financial Impact - revenue**

**Funding Source (Budget/grant, etc.):**

**Attachment Amendment #2**

**Approval:** Superintendent's Office/Finance/Personnel as applicable (Initial) \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**Board Action:**   ☐ N/A (Info)      ☐ Approved      ☐ Denied      ☐ Tabled to: \_\_\_\_\_

**Addendum #2 to Trailer Park Rental Agreement  
Between Landlord and Tenant**

**Per Board Approval on \_\_\_\_\_ there will be an adjustment to the Rental Fee for your Lot.  
The Lot Rent is raised from \$75.00 to \$100.00 starting September 1, 2017.**

**Justification: Under SECTION 2. RENT of your TRAILER PARK RENTAL AGREEMENT, the Board of Trustees has agreed to adjust the rental fee for the Trailer Park Lot that you are located on.**

<b>Rental Fee Approved on 3-16-16:</b>	<b>\$75.00 a month</b>
<b>Addendum #2: Additional</b>	<b><u>\$25.00 a month</u></b>
<b>TOTAL RENTAL FEE:</b>	<b>\$100.00 a month</b>

**This Addendum to your Agreement is entered into on \_\_\_\_\_.**  
**(Date)**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**TENANT**  
**Trailer Unit No. \_\_\_\_\_**

\_\_\_\_\_  
**DATE:**

\_\_\_\_\_  
**BROWNING PUBLIC SCHOOLS**  
**Corrina Guardipee-Hall, Superintendent**  
**School District No. 9**  
**Browning, MT 59417**

**ATTEST:**

\_\_\_\_\_  
**District Clerk**

**TRAILER PARK RENTAL AGREEMENT**  
**(designed for Mobile Homes only & not Travel Trailers)**

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

THIS RENTAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between School District No. 9 as Landlord ("SCHOOL DISTRICT") AND \_\_\_\_\_ (Tenant").

In consideration for the TENANT's payment of rent and performance of the other provisions of this Agreement, the SCHOOL DISTRICT agrees to rent to TENANT Unit No. \_\_\_\_, located in Browning, Montana in the Browning School District No. 9 Mobile Home Park in accordance with the following terms:

**SECTION 1. TERM OF RENTAL AGREEMENT**

The Rental Agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 201, and shall continue from month to month. As a month-to-month tenant, the rent shall be such amount as the SCHOOL DISTRICT may establish. And TENANT agrees to abide by and be bound by all provisions of this Rental Agreement. In addition to and apart from any other basis for termination as set forth herein, this Agreement may be terminated by either the SCHOOL DISTRICT or the TENANT by providing thirty (30) days written notice.

**SECTION 2. RENT**

During the term of this Rental Agreement, the TENANT shall pay One Hundred Dollars (\$ 100.00) rent per month in advance, commencing upon the date of this Agreement, subject to adjustment as hereinafter provided by the SCHOOL DISTRICT. **The monthly rental shall not include the cost of any janitorial services, electricity, gas, heat and phone services, which shall be the sole responsibility of the TENANT.** The TENANT agrees that the monthly rental payment is subject to adjustment by the SCHOOL DISTRICT when such adjustments are made by the Board of Trustees of the SCHOOL DISTRICT and the TENANT receives thirty (30) days written notice of any such adjustment from the SCHOOL DISTRICT. If the rental amount is so adjusted, an addendum will be made to this Rental Agreement setting forth the amount of the adjusted rent the TENANT will be required to pay. Rents of the TENANT shall be paid by automatic payroll deduction and tenants who are not twelve (12) month employees the SCHOOL DISTRICT will have the summer months' rent automatically deducted from the final payroll check. The TENANT hereby expressly authorizes the SCHOOL DISTRICT to make such payroll deductions from TENANT's paychecks.

### **SECTION 3. REQUIREMENT OF CONTINUED EMPLOYMENT**

The TENANT acknowledges that this Rental Agreement is expressly conditioned upon the TENANT's permanent employment with the SCHOOL DISTRICT. Any termination of TENANT's employment with the SCHOOL will automatically serve as notice to the TENANT that this Rental Agreement is also terminated. In such event, TENANT shall vacate the premises within thirty (30) days of his/her termination from employment.

### **SECTION 4. CONDITION OF PREMISES**

TENANT, by execution of this Agreement, acknowledges that Unit No. \_\_\_\_ has been inspected by him/her and meets with his/her approval. The TENANT also acknowledges receipt of a separate written statement of the present condition of the premises (attached hereto as Exhibit "A") and acknowledges his/her agreement with the statement of present condition. The TENANT further acknowledges that the premises are in habitable condition and agrees to keep the premises in good repair during the term of this Agreement and upon the expiration of this Agreement to deliver the premises in as good a condition as when received, except reasonable wear and tear.

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.**

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 to take the necessary steps to insure that garbage is picked up on the regularly scheduled days.

TENANT understands that he/she will be allowed to park or store no more than two (2) vehicles on the premises at any given time and that, under no condition, will s/he be allowed to park or store, or allow anyone else to park or store any abandoned, junked and/or inoperable vehicles on the premises AT ANY TIME. The TENANT also understands that s/he IS NOT allowed to park or store, or allow anyone else to park or store, any camper trailers, horse trailers, snowmobiles and/or other similar equipment on the premises **without the EXPRESS written consent of the SCHOOL DISTRICT.** The TENANT expressly acknowledges that his/her failure to abide by these restrictions will constitute a breach of this Agreement and will constitute grounds for termination of the Agreement.

TENANT agrees to keep the grass, shrubbery and flowers on his/her trailer lot area and the street in front of his/her lot free of litter and garbage at all times. In the event the grass, shrubbery or flowers need grooming, or if there is litter on the premises, the SCHOOL DISTRICT expressly reserves the right to maintain and clean the lot and TENANT expressly authorizes the SCHOOL DISTRICT to add the cost of such maintenance and cleanup to the next month's rent and to deduct an increased amount from TENANT's paycheck.

## **SECTION 5. USE OF PREMISES—LIABILITY**

TENANT shall occupy the premises as a private dwelling and for no other purpose whatsoever. TENANT shall use and occupy the premises in a clean and wholesome manner and in compliance with all applicable governmental regulations and in compliance with all rules established by the SCHOOL DISTRICT relating to the occupancy. 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 and shall not use the premises for any purpose deemed hazardous by the SCHOOL DISTRICT. TENANT shall not assign this Rental agreement, sublet the premises, give accommodations to any roomers or lodgers, or permit the use of the premises for any purpose other than a private dwelling solely for the TENANT and his/her family. The TENANT must reside on the premises during the term of this Agreement.

The SCHOOL DISTRICT shall not be liable to the TENANT or to any third party for any personal injury or property damage caused by any act or omission of the TENANT or any third party. TENANT shall obtain and pay for any insurance coverage that TENANT deems necessary to protect TENANT and his/her property.

## **SECTION 6. RESERVED RIGHT TO ENTER THE PREMISES**

The SCHOOL DISTRICT reserves the right, as may be allowed by law, to enter, inspect, repair, alter or add to the premises at all reasonable times. When authorized by the SCHOOL DISTRICT, the employees of any contractor, utility company, municipal agency, or others, are authorized to enter the premises for the purpose of making reasonable inspections, repairs and replacements.

## **SECTION 7. ALTERATIONS OR IMPROVEMENT**

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 express written consent of the SCHOOL DISTRICT. TENANT shall not install any fixture, structure or equipment without the SCHOOL DISTRICT's prior written consent and then only upon such conditions or limitations as may be imposed by the SCHOOL DISTRICT.

## **SECTION 8. DAMAGE BY TENANT**

If any damage to the premises shall be caused by the TENANT's acts or negligence, the TENANT shall repair such damage at his/her 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 discretion, make such repairs and charge the cost of such repairs to the next month's rent and to deduct an increased amount from TENANT's paycheck. The TENANT hereby expressly authorizes the SCHOOL DISTRICT to make such increased payroll deductions from TENANT's paycheck.

## **SECTION 9. SECURITY DEPOSIT**

Upon the execution of this Rental Agreement, the TENANT will deposit **One Hundred Fifty and no/00 (\$150.00)** with the SCHOOL DISTRICT as a security deposit which may be used only for the purposes permitted under Title 72, Chapter 25, Parts 1 and 2.

Upon termination of this Agreement, the SCHOOL DISTRICT will deliver to the TENANT a list of any deductions from the security deposit within thirty (30) days and pay the balance of the deposit to the TENANT. This list and payment will be mailed to the new address of the TENANT provided to the SCHOOL DISTRICT prior to TENANT's move. If the deposit is insufficient to satisfy the damages, cleaning charges and any unpaid rent, the SCHOOL DISTRICT may seek to recover the deficiency from the TENANT in accordance with Montana Law.

## **SECTION 10. QUIET ENJOYMENT**

Upon the TENANT'S performance of his/her obligations under this Rental Agreement, the SCHOOL DISTRICT agrees that the TENANT shall peacefully and quietly have, hold and enjoy the premises during the term of this Agreement.

## **SECTION 11. PETS FOR TENANT(S)**

**Tenant(s) will be allowed to have no more than two (2) dogs or cats on the premises. ALL pets must be kept indoors after dark. Tenants are responsible and financially liable for any damage to any school district property or property of other tenants by their pets. Tenants are responsible for properly disposing of fecal material from their pets.**

## **SECTION 12. BREACH OF AGREEMENT – TERMINATION**

In the event of noncompliance by the TENANT with the terms of this Rental Agreement, or noncompliance with any laws or regulations affecting health and safety, the SCHOOL DISTRICT may deliver a written notice of breach to the TENANT specifying the acts and/or omissions constituting the noncompliance and notifying the TENANT that the Rental Agreement will be terminated unless the breach is remedied on or before a set date. If the breach is not remedied by the TENANT within the time set forth in the notice, the Rental Agreement may be terminated as of the set date.

If there is noncompliance by the TENANT in a matter affecting health or safety that can be remedied by repair, replacement of a damaged item or by cleaning, and the TENANT fails to comply as promptly as conditions require, the SCHOOL DISTRICT may enter the premises and cause the work to be done and may add the cost of such repairs to the next month' rent and to deduct an increased amount from TENANT's paycheck. The TENANT hereby expressly authorizes the SCHOOL DISTRICT to make such increased payroll deductions from TENANT's paycheck.

Upon termination of this tenancy, if TENANT fails to remove his/her personal property from the Premises, the SCHOOL DISTRICT will give TENANT fifteen (15) days' notice at TENANT'S last known address of the SCHOOL DISTRICT'S intentions with respect to the disposition of such property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supt., School District No. 9  
Browning, MT 59417

ATTEST: \_\_\_\_\_  
District Clerk