

**TODD COUNTY SCHOOL DISTRICT 66-1  
MISSION, SOUTH DAKOTA**

**LEASE AGREEMENT**

This lease agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between the Todd County School District of Mission, South Dakota as lessor and \_\_\_\_\_ as lessee, witnesses:

Whereas, lessor operates the public schools located in the County of Todd, State of South Dakota and does own certain houses, which it leases to some employees as inducements for them to come and work in said lessor school district.

And whereas, lessee desires employment with the said lessor school district and needs housing in order to perform the employment.

Now therefore in consideration of the mutual covenants, conditions and promises as herein contained, said parties agree as follows:

**TERMS OF LEASE**

That lessee shall pay to the lessor the rentals for unit \_\_\_\_\_ as assigned and as specified in a current schedule of rents with said schedule marked as Exhibit "A" and is hereunto attached and made a part hereof by reference.

A \$300.00 housing deposit will be required of all lessees of Todd County School District housing, effective July 1, 2016. Any lessee with a pet is required to pay an additional pet deposit of \$300.00.

The deposit shall be due at date of occupancy or, upon arrangement with the business manager, at the end of the first full month of employment.

The deposit shall be returned to the lessee at the time of checkout less any assessment that may be made for damage beyond normal wear and tear or failure to leave the unit or grounds in a reasonable state of cleanliness. All other provisions of the lease agreement shall remain in force.

Lessees occupying units at the effective date of this policy will have thirty (30) days to make payment to the business office of the Todd County School District.

That the term of this said lease shall be for a period of one year, except as hereinafter set forth, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending two (2) weeks following last day of contractual employment but in no event later than June 20th. That so long as lessee complies with the terms, conditions and covenants as herein intended, said lessee shall be entitled to the quiet and peaceful possession thereof. The lessor reserves the right to reassign units upon a 30-day written notice to the lessee. Any renewal of this said lease must be made in writing by the parties hereunto.

## LESSEE COVENANTS

Lessee herein covenants and promises the following:

- a. Lessee will exercise reasonable care in the use of the quarters and that he/she will return the said unit to lessor in the same condition as it is received, normal wear and tear and damage by the elements excepted. Lessor shall have the right to inspect the premises prior to lessee's occupancy thereof and a report of the condition thereof shall be filed in the office of the Superintendent of lessor:
- b. That any damage to the premises by lessee occasioned by lessee's negligence, misuse or the like to lessee shall pay to lessor the amount determined by lessor to be necessary to repair said damage. All such damage shall be immediately reported to the superintendent of lessor:
- c. Lessee shall not sub-lease said premises nor shall anyone occupy the said premises who is not a member of the lessee's immediate family, nor shall the said premises be shared by any person not a member of lessee's immediate family:
- d. There shall be no sharing of quarters by employees of lessor unless authorized by lessor in writing:
- e. The lessee shall not conduct any business out of district housing. "Babysitting" will be allowed upon approval by the superintendent. The lessee will indemnify the lessor any costs that may arise as a consequence of any lawsuit brought against the lessor as a result of the lessee's occupancy of district housing.
- f. There shall be no alterations or redecorating permitted without written approval of lesser, and lessee hereby grants to lessor the right to enter

upon the premises for the purpose of inventory, inspection, repair or renovation at reasonable times:

- g. Lessee shall maintain the grounds surrounding the unit occupied by lessee in reasonable state of cleanliness. Said lessor shall be the sole judge as to the acceptability of the appearance and if lessor finds a condition to be corrected, lessee shall do so promptly:
- h. That two (2) payroll deductions each month shall be held out by lessor from lessee's salary for said rental payments.
- i. Only lessees occupying units at the "8-Plex" may use the washers and dryers.
- j. Lessee will notify the Business Office of any pet, either inside or outside. A \$300.00 pet deposit will be charged the lessee. This deposit is due at date of lease signing or, upon arrangement with the business manager, at the end of the first full month of tenancy.

Pet Policy is marked as "Exhibit B" and is hereunto attached and made a part of this lease agreement. All lessees will read and sign the attached pet policy as a condition of tenancy.

- k. It is hereby understood and agreed that lessee shall be individually responsible for all utilities excepting those that are specifically in the rent schedule as part of the rent. It is hereby understood that in those units heated by fuel oil or propane that the tank will be initially filled at lessor's expense and on the termination of the said lease, then lessee shall fill said tank at lessee's expense.
- l. Lessor agrees to keep the premises in such a condition as to keep it reasonably fit for occupancy by lessee.
- m. Lessee's will notify maintenance of any repair issues during the normal workday from 7:30 AM to 5:00 PM, Monday through Friday. If an emergency occurs outside of the workday, lessee shall contact the Director of Maintenance and Transportation or his designee as soon as possible, to have situation assessed and have repairs made. If the situation is due to negligence of the lessee, the tenant will be assessed the expenses that are incurred by the lessor to fix the problem, including wages of the maintenance staff.

## INSPECTION OF LEASE UNITS

An annual inspection of all Todd County School District Housing Units will be performed to document all health and safety concerns and general maintenance needs. Annual inspections will be conducted utilizing a random schedule. The Director of Transportation and Maintenance will conduct all inspections. A Notice will be given to the lessees in order for the tenants to be in attendance, if possible.

If the inspection reveals that the lessee has allowed abuse to the unit, or has a pet in residence that was not reported, a letter will be given to the lessee on how to repair any damages to the unit and a time frame to conduct the repairs. A cost estimate of the repairs will be given to the lessee with the letter.

If the lessee fails to complete the repairs within the time frames allowed, the Director of Transportation and Maintenance will then instruct the Maintenance Supervisor to complete the repairs. The lessee will be responsible for the cost of such repairs.

## TERMINATION OF LEASE

It is hereby understood by the said parties that in the occurrence of any of the following events, said lessor, at its option, shall have the right to immediately terminate this said lease and lessee shall promptly vacate the said premises within 15 days after notice of termination of the said lease is given to lessee by lessor.

- a. The violation by lessee of any of the terms, conditions or covenants as contained in this said lease agreement.
- b. The termination of the contract of employment existing between the lessor and lessee.
- c. In the event there is any change in the marital status of lessee, wherein said lessee is not or ceases to become an employee of the said school district.

It is agreed hereby that upon the termination of this said lease occurring through either the ending of its term or upon the occurrence of any other condition as herein before specified, then lessor shall have the right to immediately inspect the said premises and ascertain if any damage to the premises or loss of inventory has occurred and the amount of damage or loss as solely determined by lessor shall be charged against lessee and applied

against any credits for salary and the like of lessee and in the event there shall not be sufficient credits, then lessee shall reimburse the lessor for the difference.

Said parties respectively bind their hires, assigns, and legal representatives to the faithful performance of the terms, conditions, and covenants as herein contained.

In witness where of the parties have hereupon set their hands the day and year first above written.

LESSOR:

LESSEE:

\_\_\_\_\_  
SUPERINTNDENT  
TODD COUNTY SCHOOL DISTRICT 66-1

\_\_\_\_\_  
LESSEE'S SIGNATURE

ADOPTED: April 18, 1988  
REVISED: September 26, 1988  
REVISED: January 24, 1994  
REVISED: February 26, 2003  
REVISED: June 28, 2010  
REVISED: January 9, 2012  
REVIEWED: August 24, 2015  
REVISED: March 29, 2016