



**Shonto Preparatory School
Housing Department
P.O. Box 7900, E. Highway 98
Shonto, Arizona 86054
(928) 672-3515**

**LEASE ADDENDUM
FOR A DRUG AND ALCOHOL FREE HOME
2020-2021
Part I**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease,

Shonto Preparatory School (SPS) and Occupant (_____) agree as follows:

Print Name

**Tenant's
Initials**

- _____ 1. Occupant, any member of the Occupant's household, or a guest or other person under the Occupant's control, shall not engage in any criminal activity, including drug-related criminal activity and intoxicating liquor-related criminal activity, and any other substance used to induce intoxication behavior, ex. Hairspray, bath salts, mouthwash, OTC medication, etc. on or near said Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]). "Intoxicating liquor-related criminal activity," means the intentional or knowing possession, or transportation of any beer, wine, whiskey or any other beverage which produces intoxication, and such alcoholic beverage is intended for personal use, delivery, or public intoxication (as defined in the Navajo Nation Criminal Code, Title 17, Navajo Nation Code, Section 410, 411 and section 488).
- _____ 2. Occupant, any member of the Occupant's household, or guest or other person in the Occupant's control, shall not engage in any act intended to facilitate in criminal activity, including drug-related, intoxicating liquor-related criminal activities, and public nuisance on or near the Premises.
- _____ 3. Occupant, or any member of the Occupant's household, will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related and intoxicating liquor-related criminal activities, regardless of whether the individual engaging in such activity is a member of Occupant's household or guest.

- _____ 4. Occupant, or any member of Occupant's household, will not engage in the manufacture, sale or distribution of illegal drugs or intoxicating liquor on or near the Premises.
- _____ 5. Occupant, any member of Occupant's household or other persons under the Occupant's control, shall not engage in acts of violence or threats of violence,
- _____ 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this Lease Addendum shall be deemed a serious violation and a material and irreparable noncompliance with the Lease. It is understood and agreed that a single violation shall be, as provided by law although proof of violation may not require criminal conviction, a preponderance of evidence will suffice.
- _____ 7. In case of conflict between the provision of this Lease Addendum and any other provisions of the Lease, the provisions of this Lease Addendum shall govern.
- _____ 8. This Addendum is incorporated into the Lease, executed or renewed this day between SPS and Occupant.

Jason Secakuku, Director of Support Services

Date

OCCUPANT SIGNATURE

Date

Printed Name

Rental Unit No.



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PET ADDENDUM
2020-2021
Part II

OCCUPANT/TENANT NAME: _____
Rental No.: _____

_____ I HEREBY ACKNOWLEDGE the fact that I do not have any pets, nor do I intend to have any residing at the above described Premises unless prior written authorization is granted from Shonto Preparatory School ("SPS").

In an effort to help alleviate the number of dogs and cats running loose on SPS campus, the following policy has been adopted for all pet owners. Residents are permitted to have two pet at their housing unit, but must pay a "pet fee" of \$50.00 per animal. Each annual contract year requires tenants to declare how many dogs or cats they have. For example, a tenant with one cat and one dog would have to pay a fee of \$100.00. These pet charges can be paid up front or spread over a ten month period. However, pets such as fish or birds which are kept in a cage or aquarium are exempt from the limitation.

Tenants shall complete a pet registration form and attach 2 photos of their pets with the applications. 1 photo will be of the animals face and another will be a side shot of the animal. These photos will be inserted into a binder and used to identify ownership of the any pets reported loose or unattended.

_____ In connection with that certain Lease Agreement, dated _____, for Premise Rental No. _____, and subject to conditions stated therein, SPS hereby grants permission for Occupant to keep in Occupant's dwelling unit only the **two** pets described below and only upon the following terms and conditions:

1. The first pet is _____breed and physical identifying characteristics generally describe the pet: _____. No additional or different pet is authorized under this Pet Addendum.
2. The second pet is _____breed and physical identifying characteristics generally describe the pet: _____. No additional or different pet is authorized under this Pet Addendum.
3. Occupant verifies that the above-described pet has been properly licensed and inoculated as required by **Navajo** law and Occupant agrees to maintain such licensing and inoculation of the pet and to promptly furnish SPS with evidence thereof upon request.

4. The pet shall be kept on a leash, at all times when outside the Rental Unit. Occupant shall collect and remove all pet defecation from the grounds of the Premise's area. Pets **shall only be** allowed in any common areas or recreational areas or facilities **if on a leash**.
5. Occupant shall ensure that the pet does not at any time disturb any other occupant on the Premises, nor damage any property located at the Premises. If, in SPS Director of Support Services' sole opinion and discretion, the pet has disturbed any other occupant or has caused or is causing damage to the Premises, the Occupant shall permanently remove the pet from the Premises within ten (10) days after written request is issued by SPS. Occupant's payment for damage caused by the pet shall not entitle the Occupant to keep the pet. Occupant's failure to damage caused by the pet as provided above, or failure to comply with all other terms of this Pet Addendum, shall result in permanent removal of the animal from campus.

I understand and agree that my pet is my responsibility. I cannot hold Shonto Preparatory School liable for a faulty leash or fence, which might allow my pet to get free.
6. Except for the pet(s) described above, Occupant shall not keep any additional pets on the Premises area without SPS Director of Support Services' prior approval of an additional Pet Addendum.
7. **Operations personnel will occasionally pick-up pets that are not contained according to the Navajo Animal Control Law. Pets will be held in a secured area for at least 24 hrs. Pets can be reclaimed for an amount of \$ 50.00 payable with a money order or payroll deduction. Pets not claimed within the minimum of 24 hour period will be transported to the Navajo Animal Control Center for their disposition.**

Jason Secakuku, Director of Support Services

Date

OCCUPANT SIGNATURE

Date

Printed Name

Rental Unit No.



Shonto Preparatory School
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PET REGISTRATION

OWNER INFORMATION:

NAME: _____ PHONE#: _____
MAILING ADDRESS: _____ QTR #: _____
CITY: _____ STATE: _____ ZIP CODE: _____

PET INFORMATION:

ANIMAL BREED: _____ COLOR: _____
ANIMAL NAME: _____
NN LICENSE# _____ MIC#: _____
RABIES TAG #: _____ ID TAG#: _____
DATE VACCINATED: _____ VACCINE EXPIRATION DATE: _____

ANIMAL BREED: _____ COLOR: _____
ANIMAL NAME: _____
NN LICENSE# _____ MIC#: _____
RABIES TAG #: _____ ID TAG#: _____
DATE VACCINATED: _____ VACCINE EXPIRATION DATE: _____

OWNER AGREEMENT:

I, _____ hereby agree to obey all Animal Control Laws and keep my pet on a leash, confined or restrained at all times. In the event the Navajo Nation Animal Control Officers impound my pet for running at-large, or attacking another person, it will be picked up and held at the N.N. Animal Control office until owner is notified, thus causing no further injuries.

Print Name: _____

Owner Signatures: _____ Date: _____

Please provide a picture of your animal



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**RENTAL AGREEMENT
2020-2021**

OCCUPANT/TENANT NAME: _____ SS#:xxx-xx-_____

Rental No.: _____ PAYMENT METHOD: Payroll Deduction (non-employees see #4 for rent)

Rental Type/Number of Bedrooms: _____ Apartment, 1 Bedroom
_____ House, 2 Bedrooms
_____ House, 3 Bedrooms

BILLING ADDRESS: _____ State: _____ Zip code: _____

Home Phone Number: _____ Cell Phone Number: _____

**Tenant's
Initials**

_____ 1. **Parties:** This lease is between Landlord, herein referred to as Shonto Preparatory School ("SPS") and Occupant/Tenant, herein referred to as "Occupant". SPS hereby leases to the above-named Occupant Rental House No. (the "Premises") described above. The term in this Rental Agreement ("Agreement") refers to all residents listed in this Agreement, unless otherwise stated in Paragraph 2.

_____ 2. **Occupants:** Occupant will occupy the premises and (list all other adults and minors):

List Name of all Occupant(s) and list ages:	

- No other Occupants are permitted except occasionally short-term (2 weeks) guest, unless authorized in writing by SPS Director of Support Services or Superintendent.

_____ 3. **Lease Term:** The initial term of this Agreement shall begin on the 1st day of, July 2020, and shall end the 30th day of June 2021. Tenancy shall end upon expiration of Occupant's employment at SPS, unless previously terminated. Tenant shall have thirty (30) days to vacate the Premises. If there are multiple residents, written notice to the primary tenant will apply to all occupants of the house.

- _____ 4. ***Occupant understands that he/she must vacate the Premises if a certified teacher requires housing. (This is for non-essential employees or school employees who have their own housing within 30 miles of the school site.)***
- _____ 5. **Rent:** Occupant agrees to pay total Lease Term rent for the said Premises in the amount of \$_____. Since, you elected to pay your rent with 20 payroll deduction your bi-weekly rent deductions will be \$_____. Bi-weekly rent shall be defined and set by SPS Housing Committee and approved by Shonto Board of Education. See attached Rental Rates. (Rent payments for non-employee tenants are due on the first day of each month through payroll deductions, money order or automatic deductions arrangement with their bank.)
- _____ 6. **Move Out:** At least thirty (30) days written notice, if intent to move out, must be given to SPS Director of Support Services. Occupant's move-out notice will terminate this Agreement after 30 days after the last rental payment is deducted from pay. Verbal move-out notice is not sufficient under any circumstances.
- _____ 7. **Security Deposit:**
- d. Prior to move-in, all employee tenants shall pay a \$300.00 security deposit and non-employee tenants shall pay a security deposit of \$500.00. If applicable, tenants shall also pay a pet fee of \$50.00 per pet prior to move-in. Employee tenants have the option of authorizing a payroll deduction for the security deposit and the pet fee (if applicable) in lieu of making these payment prior to move-in. The Payroll Deduction Authorization must be submitted in writing the SPS Housing Manager prior to move-in. The security deposit may be refunded upon inspection and no major damage is evident. The pet fee is non-refundable. Security deposits may be refundable, after lawful deductions have been made, if the conditions of the rental agreement have been met. Damages and cleaning charges shall be assessed and offset against the security deposits upon "surrender" which shall be the earliest of the following dates: (1) when all keys have been turned in; (2) when the move-out date has expired and all tenants/occupants have vacated the premises; or (3) when all tenants/occupants have permanently moved out. The balance of the security and/or pet deposit, if any, and an itemized accounting of any deductions will be mailed to the tenant no later than fourteen (14) days after surrender. Tenants must notify NTUA to disconnect electricity.
- _____ 8. **Utilities:** The following utilities are provided: water, sewage, propane (gas), and trash bin services. Tenants will conserve utility usage when appropriate.
- The following utility ***is not*** provided: electricity. It is the Occupant's responsibility to request electrical service from the Navajo Tribal Utility Authority (NTUA). The Occupant has three (3) days from the beginning of the initial term of this Agreement in which to contact NTUA to request services. All occupied houses will have electricity hooked up while the home is occupied.
- _____ 9. **Keys:** Two (2) key for each exterior door will be furnished. A charge of \$50.00 will be assessed for replacement of lost keys. Locks shall not be changed by the tenant. Tenant shall return all keys to the Support Services Office prior to vacating the premises or approval of the final salary clearance. In regards to lost key/key escorts, any resident that needs help to gain entry into their home, will be afforded a one-time "assistance visit" from Security at no charge. Any additional requests for help will result in a charge of \$25.00 per visit. Only one extra key may be obtained for a \$50.00 non-refundable

prepaid fee. This request must be made in written form and approved by the Director of Support Services.

10. **Eviction:** Occupant may be evicted by SPS for: (1) breach of this Agreement, (2) refusal to sign this or subsequent Rental Agreements, (3) termination of this Agreement, (4) for being a serious threat to the public health, safety and welfare, (5) for possession of any drugs (non-prescription) or an amount of personal use of intoxicating-liquor manufactured, sold, distributed or used on or near the Premises. Food sales are permitted with prior approval from Director of Support Services and only two (2) food sales per month per household. Food sale requires Food Handlers permit. **Soliciting inside the school is prohibited.**

11. **No Subletting:** The Premises shall be used exclusively for employee residence purposes only, under penalty of forfeiture and damages. The Premises shall not be assigned, sublet, replaced or changed by Occupant in whole or in part, nor shall any business be conducted on the Premises unless authorized in writing by SPS or its designated representative. When SPS administration is made aware of possible subletting inquiry with the tenant will be initiated by the Superintendent

12. **Premises:** Occupant shall keep the Premises in a clean and safe (**including mowing lawns, shoveling walks and driveways, clean curve gutter and cutting branches**) condition and in good repair at all times. Upon vacating, Occupant will leave the quarters, including appliances and furnishings, in a clean and orderly condition. Upon occupancy and vacancy, a Quarters Occupancy/Vacancy Inspection Report will be conducted and signed by Occupant and SPS or a designated representative of SPS.

- a) Residents are responsible for maintaining their lawns from May through October including mowing, watering, and leaf removal. It is encouraged that there be grass on the front lawn of each unit for presentable appearance.
- b) Residents are to remove any non-operating vehicles from their housing unit within 30 days of written notice. Failure to comply will result in towing at tenants expense.
- c) **Residents cannot park on front lawn.** Any vehicles seen parked on lawn will result in a warning for the first incident. There will be a \$25 fine for each subsequent violation. Residents are encourage to park on the side of the house.
- d) There are to be no horse trailers, camper tops, or boats parked on the premises. **Renters may relocate such property to the back of the house** or to the area behind the bullpen.
- e) **No livestock feed on premises.** Tenants are not permitted to build or use any types of livestock fences with farm animals, hay or feed within the housing area. Likewise, there are to be no farm animals, or storage for hay or feed kept in the housing area.
- f) Residents and visitors who park on the side of the streets, SPS will not be responsible for any damages to the vehicle.
- g) There are to be no pets in housing other than normal "household" pets. Pets other than dogs, cats, fish or birds must be approved in advance by the Director of Support Services (chickens, ferret, iguana, hedgehog, rabbits, turtles, tortoise, tarantula, etc.) Failure to abide by the rules will result in a \$25 fine for the first month and \$50 a month assessment thereafter. (Refer to Paragraph #21 and pet addendum) However, pets such as fish or birds which are kept in a cage or aquarium are exempt from the limitation.
- h) **Water Hauling.**
 - a) Tenants may haul water for personal livestock needs with prior approval from the superintendent and / or Director of Support Services for a nominal fee of \$0.15 per gallon.

- b) Tenants that do not have prior approval will be subject to **escalating fines of \$75, \$150, \$300, and termination of lease**. Security will be monitoring with a ticket book. Tenants are given an opportunity to provide a self-disclosure to the Support Service Director or the Superintendent.
- i) No butchering. Tenants will not butcher livestock on campus. No dumping of livestock entrails is allowed.
- j) Commercial storage buildings. Prior approval from the Director of Support Services for placement of commercial storage buildings is necessary. See reference 11 below for guidance. (Graceland Portable Buildings, Bleeker Boxes, Pods, etc.)

_____ 13. **Repairs:** Occupant shall notify SPS or its designated representative of all maintenance needs, repairs and services in writing, except in an emergency when telephone calls will be accepted. SPS shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance, which require such interruption. In case of malfunction of utilities or damage by fire, water, or similar cause, Occupants shall notify SPS or its designated representative immediately. Tenants will submit School Dude work order for repairs. SPS shall act with diligence in making repairs; and the lease shall continue and rent shall not abate during such periods. If fire or catastrophic damages to the premises occur SPS administration will attempt to provide interim housing until repairs are completed.

Occupant may make minor repairs (change lightbulbs, tripped electrical switches, minor sewer backups, clogged drains, Navajo White paint touchups, etc.)

Occupant shall make no repairs, alterations, improvements or additions to the Premises, unless authorized in advance, in writing, by the SPS. All alterations, improvements or additions so authorized and made shall become and remain the property (including fences) of SPS at the expiration of this Agreement. Pre-made buildings require authorization before delivery by Superintendent or Director of Support Services.

Residents may not plant trees, install fences, design lawn alterations, or dramatically alter the appearance of their rental property **without first reviewing the plans** with the Director of Support Services and receiving his or her approval in writing. If written approval is not obtained tenant must remove alterations.

_____ 14. **Holdover:** If Occupant holds over and fails to vacate on or before the required move-out date (i.e. the end of the lease term or renewal period after proper move-out or vacate notice has been given under Paragraph 3 and 5, or a different move-out date agreed to by the parties in writing), Occupant shall be liable to pay rents for the hold over period and to indemnify SPS and /or prospective residents for damages (such as lost rentals for SPS and restaurant, travel, lodging and furniture storage expenses for the new resident); and at SPS's option, SPS may extend the lease term for up to one month from date of notice of lease extension by delivering written notice to Occupant or Occupant's Premises while Occupant is still holding over. Holdover rents shall be due in advance on a daily basis and be delinquent without notice or demands. 60 days passed the 30 day still requires rent payment.

_____ 15. **Absences from Premises:** Occupant shall be charged normal rent, in accordance with paragraph 4, for the Premises during temporary absences, unless the Premises are temporarily assigned to another paying Tenant during absence of Occupant with the written authorization of SPS or its designated representative.

- _____ 16. **Abandonment:** The Premises may be deemed as abandoned if 1) Occupant appears to have moved out, in SPS's reasonable judgment, and 2) either the move-out date has passed or no one has been in the Premises for seven (7) consecutive days while the rent is due and unpaid. Property removed from an abandoned premise may be deemed as abandoned if it is worthless in SPS's reasonable judgment.
- _____ 17. **Sale or Disposition:** Occupant expressly authorizes SPS to dispose of abandoned property and property left on the Premises by Occupant after the tenancy has terminated, in any manner SPS deems fit, where SPS reasonably determines that the value of said property is so low that the cost of moving, storing and conducting a public sale exceeds the amount that would be realized from the sale. Occupant holds SPS harmless for loss of property and/or value of said property disposed under these circumstances. All other property may be sold or disposed of pursuant to this Agreement. Any sale under this Agreement shall take place only after thirty (30) days written notice of date, time and place, time, and place of sale is sent by regular mail or by certified mailed, return receipt requested, to resident's last known address. The notice of sale shall itemized the amounts owed by Occupant to SPS and the name, address and phone number of the person to contact regarding the sale, the amount owed, and the resident's right to redeem the property. Sale may be public or private and shall be subject to any third party landlord or lien claims. Sale shall be to the highest cash bidder; proceeds of which shall be credited first to delinquent rents and then to reasonable packing, removal, storage and sale expense; and the surplus (if any) shall be mailed to the Occupant at the Occupant's last known address within thirty (30) days after sale.
- _____ 18. **Use and Occupancy:** Occupant shall use and occupy the Premises and control his/her family and guests in such a manner as not to interfere with SPS operations at SPS and SPS's housing facilities and common areas. Occupant shall use and occupy the Premises and control his/her family and guests in such a manner as not to jeopardize any SPS's staff and students' health, safety, and welfare. Dependent upon the egregious nature of the act the tenant may be subject to termination of lease. Activities will be addressed on a case-by – case basis by the superintendent and Director of Support Services.
- _____ 19. **Access to Premises:** SPS will maintain the Premises and a designated representative of SPS shall have free access to the Premises at all reasonable hours with prior, twenty-four (24) hour, written notice to the Occupant for the purpose of examining the same and to make repairs or alterations, except for emergency situations. BIA regulations require semi- annual inspections.
- _____ 20. **Damage and Repair:** Any damage to the Premises resulting from neglect of the Occupant; except reasonable wear and tear, shall be repaired by Occupant in accordance with Paragraph 11 above. Occupant shall pay for any repairs so often to be made by SPS to SPS by money order or payroll deduction within fourteen (14) days of the repair. Payment can be made by money order or credit/debit card.
- _____ 21. **Insurance:** Occupant is responsible for and **strongly urged** to obtain and maintain renter's insurance to insure the Renter's property against fire, accidents and other damage.
- _____ 22. **Liability:** SPS will not be liable to any resident, guest or Occupant for damages or loss to person or property caused by other persons, including burglary, assault, vandalism or other crimes.

_____ 23. **Pets:** In an effort to help alleviate the number of dogs and cats running loose on SPS campus, the following policy has been adopted for all pet owners. Residents are permitted to have two pet at their housing unit, but must pay a "pet fee" of \$50.00 per animal. Each annual contract year requires tenants to declare how many dogs or cats they have. For example, a tenant with one cat and one dog would have to pay a fee of \$100.00. These pet charges can be paid up front or spread over a ten month period. However, pets such as fish or birds which are kept in a cage or aquarium are exempt from the limitation.

Tenants shall complete a pet registration form and attach 2 photos of their pets with the applications. 1 photo will be of the animals face and another will be a side shot of the animal. These photos will be inserted into a binder and used to identify ownership of the any pets reported loose or unattended.

All pets shall be registered with Support Services Director who will issue written approval. Pets include mammals, reptiles, birds, fish, rodents and insects, including non-pet animals used in trade or profession. Violation of the foregoing by Occupant's guest or by Occupant, with or without Occupant's knowledge or permission, will subject Occupant to damages and eviction in accordance with Paragraph 8.

Dogs shall be kept under control. The dog must be chained or maintained in the fenced area at all times or the tenant will be directed to remove the dog from the premises. Failure or refusal of the tenant to comply will result in eviction. If the dog is creating a noise nuisance and there is reasonable ground for a complaint, the owner must resolve the issue by relocating the dog to a different location or removing the dog from the property. Please refer to Navajo Nation Ordinance.

_____ 24. **General:** This Lease Agreement is the entire agreement between the parties. SPS's representative does not have authority to waive, amend, or terminate this Lease Agreement or any part of it, except in writing.

_____ 25. **Campus Traffic Regulations:** Follow all signs and speed limits on campus and school zones. Do not place advertisements on traffic signs. See housing policy 14.e.A and B.

_____ 26. **Access to Housing Unit:** In response to emergencies, the SPS Security/First Responder, Administrator on Duty or the Superintendent may enter the dwelling unit without the consent of the tenant or other occupants. Semi-annual Housing Inspections of the unit shall be performed by SPS personnel. Such inspections may be conducted in conjunction with annual furnace maintenance (Oct-Dec of each year). Tenants shall not prohibit entry into any part of the housing unit during inspection. Tenants that violate this section will be reported to the Director of Support Services and the Superintendent for the appropriate corrective measures.

Occupant Signature

Date

Printed Name