

# 903.50E1 Residential Lease

Friday, August 11, 2023

## RESIDENTIAL LEASE

This Lease is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Banner County Public Schools (hereinafter the "School District") and an employee of the School District (hereinafter the "Employee").

The Employee agrees to lease from the School District, and the School District agrees to lease to the Employee, certain real property (as defined below) for the rent and upon the terms described herein.

1. AGREEMENT NOT SUBJECT TO UNIFORM ACT. The School District and the Employee state and agree that the occupancy by the Employee of the real property is conditional upon the Employee's employment in and about the real property. Consequently, the parties agree that this Lease is not subject to the requirements of the Nebraska Uniform Residential Landlord and Tenant Act, NEB. REV. STAT. §§ Sections 76-1401 to 76-1449.

2. THE LEASED PREMISES. Effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the School District makes available and provides the Employee with the teacherage described as:

\_\_\_\_\_,  
including all appliances, furniture, fixtures and other equipment (hereinafter collectively referred to as the "Premises").

3. RENT. The Employee agrees to pay as rent for the Premises set forth and described above the sum of \$\_\_\_\_\_ per month, which sum shall be due on the 20th day of each month. The Employee agrees that the School District may deduct the monthly rent from the salary payments which are due from the School District to the Employee. The Employee agrees that the monthly rent may be changed by action of the Board of Education from time to time. Any such increase shall become effective on the date specified by the Board of Education, which shall not be less than 30 days following the date on which the Employee is given written notice of the increase in the monthly rent.

4. NATURE OF TENANCY. This Lease creates a month-to-month tenancy which may be terminated by either party by giving a 30-day advance notice in writing.

5. TENANCY SUBJECT TO POLICIES OF THE BOARD OF EDUCATION. The Employee understands and agrees that the Employee's use of the Premises is subject to reasonable rules and regulations adopted by the Board of Education which are in existence on the date this Lease is signed, or which are hereafter adopted by the Board of Education. Any such rules and regulations adopted after this Lease is signed shall become effective immediately upon being communicated in writing to the Employee.

6. LEASE CONDITIONED ON CONTINUED EMPLOYMENT. The Employee's continued occupancy of the Premises is conditioned on the Employee's continued employment by the Reviewed December 10, 2018 Revised December 10, 2018 File: 903.50E1 Page 2 of 4 School District. Should the Employee's employment be terminated by either the School District or the Employee for any reason, then this Lease shall immediately terminate, and the Employee shall immediately vacate the Premises.

7. CONDITION OF TEACHERAGE, PERSONAL PROPERTY, FIXTURES & APPLIANCES. The Employee has been provided with a form identified as the Banner County School Checkout List. Such form requires the Employee to evaluate and note the condition of the Premises and any appliances, furniture, fixtures, and other equipment supplied by the School District at the commencement of Employee's occupancy of the same. Employee agrees to complete and tender such form to the School District prior to the Employee's assumption of occupancy. The Employee agrees that, except as indicated on the list, the premises and any appliances, furniture, fixtures, and other equipment are in good condition and working order.

8. MAINTENANCE OF TEACHERAGE EXTERIOR: Employees who occupy the teacherage for 12 months are responsible for watering and maintaining the lawn areas immediately adjoining the apartment throughout the summer. Employees who have pets are responsible for cleaning up droppings that interfere with the regular access and maintenance of the school grounds, i.e., watering, mowing, and spraying for weed control. Maintenance on any exterior kennel is the responsibility of the Employee.

9. SECURITY DEPOSIT. The Employee shall provide the School District with a Security Deposit in the amount of \$200.00 + \$100 additional pet deposit which, at the

Employee's option, may be paid in full contemporaneously with the signing of this Lease, or may be paid in equal monthly installments over a period of three four months. The Security Deposit is to be used by the School District, in the School District's discretion, to secure the payment of or the performance of any or all of the following by the Employee: (a) the payment of the cost of repair of any damages caused by the Employee to the Premises; (b) to pay any unpaid rent; (c) to pay any unpaid utilities; (d) to pay any other costs or charges which the Employee has agreed to pay under this Lease; (e) to pay for any other costs which are reasonable or necessary upon the termination of the Lease to return the Premises to the condition it was in on the date that the Employee first took possession (ordinary wear and tear not included); and (f) any other promises of the Employee under this Lease, along with any damages provided by law. If the Employee fails to pay or to perform any of the Employee's obligations under this Lease, then any part or all of the Security Deposit may be used by the School District as stated above. The School District shall return the balance of the Security Deposit to the Employee.

10. UTILITIES. All charges for utilities shall be paid by the Employee.

11. POSSESSION. The Employee shall be entitled to the possession and the quiet enjoyment of the Premises for the term of the Lease, provided the Employee is not in default.

12. RESTRICTIONS ON THE EMPLOYEE'S USE. The Employee shall not commit any waste on the Premises. The Employee shall not use the Premises for any unlawful purpose. The Employee shall not damage the Premises or violate any law or ordinance relating to the File: 903.50E1 Page 3 of 4 Premises. The Employee shall not use the Premises, or any appliance, furniture, fixture or other equipment in any manner which increases the School District's insurance premium.

13. NO ASSIGNING OR SUBLETTING. The Employee shall not assign or sublet the Employee's interest in this Lease.

14. THE EMPLOYEE TO KEEP PROPERTY IN REPAIR. The Employee shall keep the Premises in good order and condition, and shall pay for all repairs to the Premises caused by the Employee's negligence or misuse of Premises. The Employee shall also be responsible for the negligence or misuse of the Premises by any of the Employee's guests, invitees or other occupants of the Premises.

15. NO IMPROVEMENTS OR ALTERATIONS. The Employee shall make no improvements or alterations to the Premises, without the School District's consent. The Employee shall not change paint colors or wallpaper styles without the School District's consent. Unless otherwise agreed by the Employee and the School District in writing, any such improvement or modification shall, at the termination of the Lease, be and remain the property of the School District.

16. FAILURE TO PAY RENT. If rent is unpaid when due, the School District may terminate this agreement after 3 (three) days' notice. The School District may use any lawful means to terminate the possession of the Premises by the Employee.

17. THE SCHOOL DISTRICTS RIGHTS OF INSPECTION AND ENTRY. The School District shall have the right to enter the Premises from time to time for the purpose of inspection or repair, or to show such Premises for sale or re-rental. The School District shall provide the Employee with reasonable notice prior to entering the Premises. Reasonable notice shall be at least 24 hours advance notice except in the instance of an emergency. Advance notice may be given orally or in writing.

18. SEVERABILITY. If any portion of this Lease shall be determined to be unenforceable, the remainder of this Lease shall be unaffected and shall remain in full force and effect.

19. INDEMNIFICATION OF The School District. The School District and the Employee agree that the School District shall not be held responsible for any loss or injury received on the Premises. The Employee agrees to indemnify the School District against liability for any such loss or injury. The School District shall not be responsible for damage or loss to the Employee's personal property. The Employee is responsible for buying any insurance for the Employee's personal property.

20. WAIVER. The waiver of the School District or the Employee of any breach of this Lease shall not be construed to constitute a waiver of any subsequent breach of this Lease.

21. USE AS SINGLE FAMILY DWELLING. The School District and the Employee agree that the Premises shall be used solely as a single family dwelling. The Employee shall not operate any business out of the Premises unless such use is consistent with applicable laws and has File: 903.50E1 Page 4 of 4 been expressly approved by the Board of Education. An employee seeking such approval shall provide the Board of Education with a description of the nature of the business which the Employee plans

to operate. After approval has been granted, the Board of Education may, upon 30 days' notice, withdraw approval for the operation of any such business if the Board determines in its absolute discretion that continued operation of the business is contrary to the interests of the School District.

22. ENTIRE AGREEMENT. This Lease is all of the agreement between the parties. Each party states that there are no oral promises that are not in this agreement. No other agreement about the duties of either party that is not shown in this Lease is valid.

23. AMENDMENTS. No amendment to this agreement shall be binding on any of the parties to this agreement unless such amendment is in writing and executed by all parties with the same formality as this agreement is executed.

24. CUMULATIVE RIGHTS. All rights, powers and privileges conferred hereunder upon the parties, unless otherwise provided, shall be cumulative but not restricted to those given by law.