



Little River Band of Ottawa Indians

375 River Street
Manistee, Michigan 49660
(231) 723-8288

Resolution # 05-0119-23

Adoption of Residential Lease for Low Income Elder and Tribally Owned Rental Homes

WHEREAS, WHEREAS, the status of the *Gaá Čhíng Ziibi Daáwaa Aníshinaábek* (Little River Band of Ottawa Indians) as a sovereign and Treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Little River Band of Ottawa Indians (Tribe) is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new Constitution, pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon its approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, the Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(a) to provide for the public health, peace, morals, education and general welfare of the Little River Band and its members; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(I) to take action, not inconsistent with the Constitution or Federal law, which is necessary and proper to carry out the sovereign powers of the Tribe; and

WHEREAS, the Tribal Council of the Little River Band of Ottawa Indians established the Little River Band Housing Commission ("Housing Commission"). Housing Commission Ordinance # 04-700-01; and

WHEREAS, the Housing Ordinance authorizes the Housing Commission to develop and adopt regulations governing Tribal Housing on Tribal Trust or fee lands. Housing Commission Ordinance, Section 6.01; and

WHEREAS, the Housing Commission reviewed the Residential Lease for Low Income Elder and Tribally Owned Rental Homes prepared in accordance with Chapter 3 of Housing Regulations, Regulation #R700-01:HC-3, regarding Occupancy Procedures for Low Income Elder and Tribally Owned Rental Homes, and at the meeting on December 16, 2004 conducted its final review and voted to approve by resolution No. HC 04-1216-04.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby approves the adoption of the Residential Lease for Low Income Elder and Tribally Owned Rental Homes.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 7 FOR, 0 AGAINST, 0 ABSTAINING, and 2 ABSENT, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on January 19, 2005, at the Little River Band's Dome Room in Manistee, Michigan, with a quorum being present for such vote.


Israel Stone, Council Member


Stephen Parsons, Council Speaker

Attest:

Distribution: Council Records
Tribal Ogema
Tribal Court



Little River Band of Ottawa Indians

375 River Street
Manistee, MI 49660

RESIDENTIAL LEASE FOR LOW INCOME ELDER AND TRIBALLY OWNED RENTAL HOMES

This lease is made and entered into this _____, 20____, by and between _____ ("Lessee") and the Little River Band of Ottawa Indians (the "Tribe"), represented by _____, Housing Department Director (the "Director") as per Regulation #R 700-01: HC-1, Chapter 3, Section 4 (the "Regulation").

RECITALS

The parties agree to the following:

1. **Premises.** The Tribe hereby leases to Lessee the premises located at _____, Manistee, MI 49660, the residence, and all of the furnishings in the residence and on the premises as listed on the inventory attached to this lease and incorporated hereto, for the term of this lease, and upon the conditions set forth herein.

2. **Lessees.** Lessee hereby identifies all persons, date of birth, and relationship to Lessee, who are part of the Lessee's household and who shall occupy the premises upon signing of this lease. All information is required to be submitted. Persons not listed in this paragraph shall require approval of the Housing Department prior to becoming permanent occupant of the premises as set forth in paragraph 8 and Chapter 3, Section 4, 4-5 (k) of the Regulation. Such authorization shall not be unreasonably withheld, but may not violate applicable occupancy restrictions.

Name	Relationship	Date of Birth

Add additional pages as may be necessary.

3. **Term.** The term of this lease shall be for a period of _____ months/years, commencing on _____, and ending on _____, unless sooner terminated under any applicable provisions of this lease or the Regulation. No earlier than 30 days prior to expiration of this lease, the parties may renegotiate the lease for an additional term. A new lease shall be conditioned upon lessee's payment history, a housing unit's inspection and upon completion of and payment for repairs identified as necessary in the inspection report. If the lease is not expressly renewed as stated above, it expires at the end of the term. There are no provisions for month-to-month rental of the premises.

4. **Rent.** Lessee agrees to pay the sum of \$_____ per month, due and owing no later than the 15th^t of each calendar month without billing/prior notice. All rental payments shall be made by check or money order payable to the "Little River Band of Ottawa Indians."

a. *Late charge.* If Lessee fails to pay any installment of rent within 7 days of the date rent is due, lessee shall pay the Tribe a late rental payment charge of \$15.00 per day, in addition to the monthly rental payment past due. For purposes of the Regulation, payments not received on or before the due date will be considered delinquent.

b. *Delinquency.* If a monthly rental installment is not tendered when due, and no extension has been requested by the tenant nor granted by the Housing Department, the Director may issue a Notice of Delinquency as per the Regulation.

c. *NSF; Return Check Fees.* The Lessee shall be responsible for reimbursing the Tribe for NSF, return check fees, or other costs of recovery of dishonored checks, and such fees shall be converted to rent payments due from Lessee as a part of the next rental payment.

5. **Security Deposit.** Upon the execution of this lease, Lessee shall pay to the Tribe a security deposit of \$_____ (equivalent of one-months rent) to be held as security for repair of any damage to the premises, residence, or the furnishings and chattels contained within the leased housing unit.

a. Security deposit shall be held and applied as provided by the Regulation.

b. Security deposit, or the balance, shall be returned, less any setoff, in writing, for damages to the premises, residence, furnishings, personal property, unpaid utilities and other items of responsibility of the lessee set forth in this lease, the payment of all rents due, and performance of all other obligations under this lease as provided by the Regulation.

c. Lessee shall notify the Housing Department, within 4 days of surrender of premises, of Lessee's forwarding address so that the Housing Department may forward mail, inspection reports, or security deposit.

6. **Taxes and Assessments.** The Tribe is responsible for the payment of all taxes and assessments levied upon the premises during the term of the lease.

7. **Insurance.** The Tribe shall insure the premises against loss by fire and other hazards. Lessee shall be responsible for obtaining appropriate insurance levels for personal

belongings and items not included in paragraph 1 of this lease.

8. **Utilities and Services.** In all Tribally Owned Rental Homes Lessee shall arrange for, and pay, as they come due, all utilities and services furnished to the premises during the term of this lease. Water/Sewage and Trash collection costs at the Low Income Elder Rental Homes located at the Aki maadiziwin subdivision are responsibility of the Tribe.

- a. The Tribe does not warrant the quality of the utilities or services.
- b. The Tribe shall not shut off, or cause to be discontinued, any utility except for such temporary interruption as may be necessary during the term of repairs or alterations.
- c. Lessee shall give the Housing Department immediate notice of any interruption in utility service. Failure to give such immediate notice shall result in the Lessee being held liable for the cost of all damage related to such utility interruption.
- d. Lessee shall include the "Little River Band of Ottawa Indians" on all utility service agreements.

9. **Use.** Lessee shall use the premises and residence thereon solely for their immediate family as identified in paragraph 2 of this Lease.

- a. *Extended visitation.* Lessee shall notify Housing Department if a visitor's stay is to be in excess of 3 consecutive days. If a person's stay extends longer than three (3) weeks, the person shall be included as an occupant of the rental unit.
- b. *Public Authority limitations on use of premises.* Lessee agrees to comply with all present and future laws, ordinances, and regulations of any competent Tribal or state public authority relating to the use of the premises.
- c. *Hazardous acts.* Lessee shall not permit any hazardous act or use of the premises that might increase the cost of fire insurance or cause the cancellation of such insurance.
- d. *Use of Premises for Business Purposes.* Nothing in this Lease shall be identified as permission to utilize any part or portion of the premises for business related purposes. The use of the home for operation of a business may be approved by the Housing Department as per the rules stated in the Regulation.

10. **Condition of Premises.** Lessee stipulates that Lessee has examined and inspected the premises, furnishings, and chattel property therein, and that they are, at the time of this lease, in good order, repair, and in a safe, clean, and habitable condition.

- a. Lessee shall complete a residence inspection form, provided by the Housing Department, within 7 days of moving in.
- b. A designated representative of the Housing Department shall sign and date the residence inspection form, provide a copy to the lessee, and shall affix a copy to this lease, to be incorporated as a component thereof.
- c. *Maintenance.* Notwithstanding maintenance rules stated in Chapter 7 of the Regulation, Lessee shall keep the premises and furnishes and personal property in clean and sanitary condition, and in as good order and repair as they were at the commencement of this lease, ordinary wear and tear excepted.

1. Lessee shall use all fixtures, appliances, and facilities in a reasonable

manner.

2. Lessee shall pay for all damages to the premises and repairs required due to the misuse or negligence of Lessee or Lessee's guests.

3. Lessee agrees to give notice to Housing Department of any required repairs or unsafe conditions and Housing Department shall be afforded a reasonable period of time to repair the same.

4. Lessee shall be responsible for lawn maintenance, snow plowing and other exterior maintenance of the premises, except at the Aki maadiziwiin subdivision, where the Tribe will be responsible for lawn maintenance, snow plowing and other exterior maintenance. In all the other rentals, if it is a duplex unit, the responsibility for lawn maintenance, snow plowing and other exterior maintenance of the premises will be – (check box and initial)

☐ shared equally by both lessees of the duplex unit;

☐ managed by the lessee of this lease agreement; or

☐ managed by the lessee of the lessee of the second unit in the duplex unit.

d. **Alterations.** Lessee shall not paint or deface the premises, or make any alterations, additions, or improvements, without the advance written consent of Housing Department.

1. Unless otherwise agreed in writing, all alterations, additions, and improvements shall become the property of the Tribe, and shall remain on the premises at the expiration or termination of this Lease.

2. Provided, however, that the Tribe, at its option, may require Lessee to remove any such alterations, additions, or improvements, and restore the premises to its former condition.

3. The lessee shall NOT change any locks on the premises without prior written approval of the Housing Department and shall be required to present a copy of the new lock keys to the Housing Department immediately upon making such change.

e. **Damage or Destruction.** In the event any damage or destruction of the premises shall be caused by the acts or neglect of the Lessee, Lessee promptly shall repair such damage at Lessee's own expense as stated in the Regulation.

1. Should Lessee fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, Housing Department may, at its option, terminate this lease upon 30 days written notice to Lessee.

2. Lessor thereafter may make such repairs and charge the cost of the repairs to Lessee, and Lessee shall promptly reimburse Housing Department for the total cost of the damages so caused.

11. **Quiet Enjoyment.** Lessee shall not make any noisy or offensive use of the premises, or allow any nuisance or use that might interfere with the enjoyment of neighbors.

12. **Pets.** Unless otherwise approved in writing by the Housing Department, as per Chapter 6 of the Regulation, Lessee shall keep no animals or pets of any kind in or about the premises. Lessee understands that this residence **is/is not** specifically identified as

having pets prohibited upon signing and that violation of this paragraph may result in termination of the lease and charges for removing traces of pet habitation from the premises.

13. **Smoking.** Lessee shall not permit any smoking within the residence on the premises. The Housing Department recognizes that smudging is a traditional activity that may occur on the premises. Lessee agrees that he may be charged for cleaning the premises upon expiration or termination of these lease should smudging activity occur and result in damage to the premises.

14. **Assignment and Subletting.** Lessee shall not assign this lease or sublet all or any portion of the premises.

15. **Surrender of Possession.** At the expiration of this lease, or sooner as may be the case, Lessee shall remove their possessions and peaceably deliver possession of the premises to the Tribe in as good repair and condition as they were at the commencement of this lease, ordinary wear and tear excepted.

a. *Personal property disposition.* Any personal property left in or on the premises after Lessee vacates or abandons the premises shall be deemed abandoned, and Housing Department may remove, store, and/or dispose of the same as Housing Department sees fit. The cost of disposal of personal property shall be responsibility of the lessee and may be assessed against the security deposit.

b. *Move-out inspection.* No more than 30-days before expiration of the lease, or upon termination of the lease, Housing Department shall conduct a videotaped move-out inspection. Lessee, or lessee's representative may be present at the inspection.

1. Housing Department shall prepare an inspection report that shall include an account of any deficiencies noted and a written estimate of the cost of work required.

2. Housing Department shall provide a copy of the inspection report.

3. Lessee shall have 14 days from the date of receipt of the inspection report to correct the deficiencies.

4. If the deficiencies are not corrected by the deadline, Housing Department shall correct the deficient items and shall charge lessee's security deposit for the work.

5. If the amount of the work exceeds the resident's available balance, Housing Department shall bill the lessee for the amount outstanding.

16. **Access.** As per the Regulation, the Housing Department may enter the premises to conduct its yearly inspection, or at any reasonable time upon 48 hours notice to Lessee, to conduct inspections, make necessary or desired repairs or improvements, or to show the premises to prospective Lessees, buyers, or lenders.

17. **Termination.**

a. *Lessee termination.* Lessee may terminate this lease upon 30-day written notice

to Housing Department as identified in paragraph 21 regarding notice.

b. *Termination for breach.* A failure to comply with any of the requirements, obligations, or duties outlined in this lease and the Regulation shall be grounds for termination.

1. The Housing Department shall issue a notice of breach to the lessee promptly after the occurrence of such a breach, notify the lessee of grievance procedures, and state the action required by the Housing Department to amend the breach.

2. If the breach is not amended to the Tribe's satisfaction, the Housing Department shall issue a Notice of Termination.

c. *Termination in event of sale.* The Tribe, at its option, may terminate this lease upon 60 days written notice to Lessee in the event of a sale of the premises.

d. *Termination in event of unlawful behavior.* The Tribe may terminate this lease by issuing notice of immediate termination to the Lessee for criminal behavior being conducted on the premises. Also, any conviction, including "no contest" pleas, for a drug related criminal activity shall be grounds for immediate termination as per the Regulation. Such termination shall be without notice period and shall be effective immediately.

18. **Loss or Damage.** Unless caused by negligence of the Tribe, the Tribe shall not be liable for any loss, damage, or theft of any property of Lessee or others kept or stored in or about the premises. Lessee acknowledges its responsibility to insure its own possessions.

19. **Indemnification.** The Tribe shall not be liable for any loss or damage of any property, or death or injury to any persons, resulting from the use of the premises by Lessee. Further, Lessee will save the Tribe harmless from all fines, penalties, and costs for violation or noncompliance with any laws, requirements, or regulations; and from all liability arising out of any such violation or noncompliance, incurred during the term of this lease.

20. **No Waiver.** Lessee shall not deem the Tribe's Housing Department's acceptance of rent a waiver of any breach.

21. **Notices.** All notices and communications under or regarding this lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail, return receipt requested, to Lessee at the address of the premises, or to the Housing Department at

Housing Department Director
Rentals
375 River Street
Manistee, Michigan 49660

22. **Severability.** If any provision of this lease shall be determined by a Court of competent jurisdiction to be invalid and unenforceable, the remaining provisions shall remain in full force and effect.

23. **Governing Law.** This lease shall be construed under the Housing Commission Ordinance, Regulations, and may be supplemented by laws of the State of Michigan. Lessee and the Tribe agree that this lease shall be enforced only in Tribal Court and all obligations of the parties created under this lease are enforceable in Tribal Court. No language, paragraph, of this lease, in part or in whole, shall be construed to be a waiver of the sovereign immunity of the Little River Band of Ottawa Indians, the Housing Commission, or any part or portion thereof, and no parties to this lease shall have authority to cause such waiver of sovereign immunity. All parties agree that this lease is entered into and enforceable under the jurisdiction of the Little River Band of Ottawa Indians.

24. **Entire Agreement and Amendment.** The lease contains the entire agreement and understanding between Housing Department and Lessee regarding the premises, residence, and furnishings which are the subject of this lease, and neither party shall be bound by any representations or agreements of any kind, except as herein contained. No amendment, modification, or alteration of this lease is binding unless in writing, dated subsequent to the date of this lease, and executed by both parties.

Executed this _____, 20_____.

Housing Department Director
By Little River Band of Ottawa Indians

Lessee

The Lessee has received and understands all policies related to Tribal leasing programs, including those related to federal funding. This may include, but is not limited to, termination of the lease document as a result of background checks, prohibitions on criminal activities (whether on or off the premises), and violations of policies of the Tribe.

Lessee