

## **TRAILER LOT AGREEMENT** **Institutional Personnel**

Institutional personnel may reside in their personally owned mobile home on a state owned lot, according to availability of said lot in accordance with OP-110350 entitled "Guidelines for Employee Housing Assignment and Provisions of Associated Changes and Benefits."

The Department of Corrections, "Landlord", by and through its institutional agent agrees to provide:

1. Monthly rental fee of \$25 per lot payable to the facility business office by the 5<sup>th</sup> working day of each month.
2. Yard care and maintenance.
3. A minimum of 90 days written notice of an increase in any charges.

"Tenant" agrees to:

1. Promptly pay rental fees on or before the fifth working day of each month. (Rental fees exceeding 30 days delinquent will result in the facility business manager sending the tenant a delinquency notice via USPS certified mail. Rental fees exceeding 60 days delinquent will result in the warden initiating eviction proceedings, with notice provided to the tenant via USPS registered mail. Eviction proceedings will commence progressively up and through the district court level. Tenant will be responsible for any and all costs related to civil proceedings that result from the tenant breaching the terms of this contract);
2. Be responsible for all utilities, if separately metered, including electricity, gas, water, sewage, and all telephone equipment charges. If utilities are not separately metered, tenant will pay fifteen cents (.15) per square foot per month for utilities;
3. Except as provided by law or as authorized by the prior written consent of the landlord, tenants will not make any repairs or alterations to the premises;
4. Promptly use, operate and safeguard the premises and all furnishings, appliances, and fixtures within the premises. Tenant further agrees to maintain the premises in a clean/sanitary condition, and upon termination of the tenancy, to surrender the premises to the landlord in the same condition as when the tenant(s) first took occupancy, except for normal wear and tear;
5. Notify landlord in writing upon discovery of any damages, effects or dangerous conditions in and about the premises and reimburse the landlord for the cost of any repairs or damages caused by misuse and/or negligence on the part of tenants, guests or invitees;
6. Keep landlord advised of total number of persons occupying assigned institutional trailer lot;
7. Not allow any pets to be kept on the premises without first obtaining approval of the landlord. (Vicious, poisonous and non-domesticated animals are strictly prohibited);
8. Not allow any portion of the premises to be sublet or re-assigned without the prior written consent of the landlord;

9. Not utilize the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience or interfere with the quiet enjoyment of any other or nearby resident;
10. Expressly release the landlord from any and all liability for any damages or injury to tenants or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act on the part of the landlord or landlord's agents; and
11. Vacate premises within 30 days of resignation, separation, notice or separation (to include notice of intent to retire) or removal from position.

**This document constitutes the entire contractual agreement between the tenants and landlord. It cannot be modified except in writing and must be signed by all parties prior to taking possession of property. Neither the landlord nor tenants have made any promises or representations, other than those set forth in this agreement and those implied in Oklahoma law. The failure of tenants, guests and/or invitees to comply with any term of this agreement is grounds for termination of tenancy, with appropriate notice to tenants and procedures as provided by law.**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and will expire and require renewal 12 calendar months from date of last issuance.

_____ Tenant/Address	_____ Date
_____ Landlord	_____ Date