

# FORT STOCKTON ISD



## EMPLOYEE HOUSING HANDBOOK

Landlord and Tenant  
Guidelines, Rules and Regulations

Amended July 08, 2024 for Current & Future Tenants

# Table of Contents

<b>I. INTRODUCTION</b>	3
Purpose	3
Employee Housing Rentals	3
Furnishings/Services	3
<b>II. LEASE CONTRACT</b>	3
Rental Rates and Payroll Deductions	4
Cleaning and Damages Security Deposits	4
Contractual Landlord's Lien	5
Subordination	5
Prior Agreements Superseded	5
Notices and Addresses	5
<b>III. HOUSING ELIGIBILITY</b>	6
<b>IV. PROCEDURES</b>	6
Beginning of Year	6
End of Year – Resignations – Terminations	6
<b>V. INSPECTIONS: INITIAL AND FINAL, PERIODIC AND REPAIR</b>	7
<b>VI. OPERATING RULES AND REGULATIONS</b>	7
Admission	7
Use of District Housing	8
Prohibited on Premises	9
<b>VII. SITE APPEARANCE</b>	10
Sanitation	10
Aesthetics	10
<b>VIII. MAINTENANCE AND REPAIR, RULES</b>	10
<b>IX. PETS</b>	12
<b>X. FIRE HAZARDS</b>	12
<b>XI. IMPROVEMENTS</b>	12
<b>XII. RULES AND REGULATIONS GOVERNING INSURANCE</b>	13
<b>XIII. LEASE AGREEMENTS AND ADDENDUM</b>	14

## **I. INTRODUCTION**

### **Purpose**

The Board of Trustees of Fort Stockton ISD maintains employee housing units for professional educators, whose position requires a state-issued certificate or license, living in and serving the students of the school district. Since private rental property is scarce in the school district and surrounding communities, it is necessary to provide housing to attract quality educators.

This handbook shall provide essential information for Landlord and Tenant. It is intended to guide and answer many of the concerns that may arise from the rental of the housing units as described in this handbook. In the event of a conflict with this handbook and the lease, state statutes and/or district policy will prevail. Nothing in this handbook should be interpreted in conflict with the prevailing laws.

### **Employee Housing Rentals**

Employee Housing includes rental units for professional employees, whose position requires a state-issued certificate or license, which are leased according to availability and the terms in this handbook.

### **Furnishings/Services**

The school-owned units are leased with a dishwasher, stove, refrigerator, microwave and washer and dryer. Other furnishings are the responsibility of Tenant.

Landlord does not warrant the quality or adequacy of the supply of heat, water, or electricity, nor does Landlord warrant that any of the services mentioned will be free from interruption caused by repairs, improvements, or alterations of the premises or any of the premises' equipment and facilities, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control. Any such interruption, and any other inability on the District's part to fulfill the District's lease obligations resulting from any such cause, will not be considered an eviction or disturbance of Tenant's use and possession of the premises, or render the District liable to Tenant for damages, or relieve Tenant from fulfilling the lease obligations.

## **II. LEASE CONTRACT**

Lease term begins on the first contract day of a 187-day employee and terminates upon Tenant leaving employment with the District. Tenant leaving the District must vacate residence no later than five (5) calendar days of the last contracted work day (end of professional contract for the applicable year), notwithstanding any obligation by the District to make future salary payments under an employment contract. Failure to vacate the premises by this date will result in a daily charge of \$50 for each day the premise is occupied. After June 15 of leaving year, the charge will increase to \$75 per day.

Should Tenant's employment with the District cease for any reason during this term, the District, at its discretion, may terminate this lease. Additionally, this lease may be terminated by the District, as provided herein, regardless of Tenant's status with the District. The District may, if it so elects, with or without notice, immediately terminate this lease under the following circumstances:

- Tenant's employment with the District ceases for any reason;
- Tenant defaults in paying rent or in promptly and fully performing any provision of this lease;
- Tenant's lease hold interest is levied on or attached by process of law;
- A receiver is appointed for any of Tenant's property; or

- Tenant abandons the premises

Upon termination of the Lease, the District may enter and repossess the premises and remove any property therein, without being considered guilty of trespass, eviction, forcible entry or detainer.

It is the responsibility of the District to annually execute a lease for each occupied employee housing unit. Leases signed after the school year begins must be processed promptly through the District's Business Office in order to deduct proper fees and forward information to the District's Payroll and Personnel Departments.

The District will prepare the lease in triplicate, obtain Tenant's signature, and maintain an accurate and up-to-date file. The completed lease copies will be distributed to Tenant and the District's Business and Personnel Offices. The lease document is a legal contract and may not be modified by oral statements.

In situations where Tenant moves from one rental unit to another, proper documentation must promptly detail the move. Landlord will initiate the Final Inspection Report for the vacated unit, initiate a new Employee Housing Lease for the newly occupied unit and a termination document would be executed for the formerly occupied unit. The original, non-refundable cleaning fee will be used for routine preparations and cleaning of the vacated unit. An additional non-refundable cleaning fee will be required for the newly acquired housing unit. An additional damage deposit will only be required if the initial deposit is needed for repairs to the vacated unit.

**Rental Rates and Payroll Deductions**

Payroll deductions will be made for charges in which the school district has an ownership interest including housing unit rental payment, damage fee deposit, non-refundable cleaning fee deposit, and monthly electricity payments. FSISD Lodge rooms are \$250 per month for 1st year, \$400 per month 2nd year, \$600 per month 3rd year, with a \$250 per year increase subsequently. By signing the District's lease agreement, Tenant agrees to payroll deductions for the payments indicated thereof. If Tenant is on District approved leave and does not earn enough to cover the deductions associated with the rental of school-owned property, Tenant is responsible for submitting the difference by check to the Business Office at 101 W. Division Street, Fort Stockton, Texas 79735, on or before the 25<sup>th</sup> day of the month.

**Single Employee Family Housing Rental Rates:**

Year 1	\$750 per month	_____
Year 2	\$950 per month	_____
Year 3	\$1,200 per month	_____
Year 4	\$1,350 per month	_____
Year 5	\$1,500 per month	_____

**Dual Professional Family or Administrator**

Year 1	\$1,000 per month	_____
Year 2	\$1,150 per month	_____
Year 3	\$1,350 per month	_____
Year 4	\$1,500 per month	_____
Year 5	\$1,650 per month	_____

\* Employees cannot lease a district property for more than 5 years (partial years round to full in most situations).

\*\* Current employees or FSISD residents begin at Year 3. Preference always shown to new hires.

The rental deductions are made for the current month of occupancy, i.e., deductions on September payroll are for September occupancy, except for Tenant who owes back rent.

Receipts by the Business Office of the completed Employee Housing Final Inspection Reports are the proper authorization to discontinue rental deductions.

#### **Cleaning and Damages Security Deposits**

Tenant will pay the following deposits to the District Housing/Lodge:

**Cleaning Fee - \$200/\$100      Damage Deposit - \$1,000/\$500**

The cleaning fee is a one-time, non-refundable fee to cover the costs of routine preparations and cleaning of vacated units. The damage fee will be refunded if property is left clean with no required repairs due to damages.

This damage deposit shall be retained as long as Tenant occupies any school-owned housing or premises. If Tenant transfers from one rental unit to another, the deposit may be applied to any damages or cleaning fees sustained to the first unit and Tenant shall pay a replacement deposit for the new unit. Upon completion of the Employee Housing Final Inspection Report, the damage fee will be returned, less any amount retained, within 30 days. **In addition, tenants must sign the addendum (Damages and Release of Claims) to Employee Housing Lease in order attain or remain in district housing.** The District is responsible for completing the Employee Housing Final Inspection Report, with Tenant's signature, on any housing or premises vacated.

NOTE: Cleaning and damage deposit fees cannot be used to pay rent. However, these fees may be payroll deducted over a period of 10 months instead of a one-time payment, if Tenant enters into a lease in August of the school year. If the signing of a lease is beyond this time, the deposit fees will be prorated in order to allow for payment by May of the school year.

#### **Contractual Landlord's Lien**

The District has a contractual lien for unpaid rent that is due, and the lien attaches to nonexempt property that is in the residence as defined by §54.042 of the Property Code.

This contractual lien is in addition to the statutory Landlord's Lien provided by §54.041 of the Property Code. If Tenant defaults under this Lease, the District will have a lien upon all goods, chattels, or personal property of any description, not exempt by statute and belonging to Tenant, that is placed in, or becomes a part of, the premises, as security for rent due and to become due for the remainder of the current lease term. Tenant grants the District a security interest in all such nonexempt personal property placed in the premises. If the District exercises the option to terminate the leasehold and to re-enter and re-rent the premises as this lease provides, then the District, after giving Tenant reasonable notice of the intent to take possession and after giving Tenant an opportunity for a hearing, may take possession of all of Tenant's nonexempt property on the premises and sell it at public or private sale after ten (10) days' written notice to Tenant, for cash or on credit, for such prices and terms as the District considers best, with or without having the property present at the sale. The sale proceeds will be applied first to the necessary and proper expense of removing, storing and selling the property, then to paying any rent due or to become due under the Lease, with the balance, if any, to be paid to Tenant.

**Subordination**

This lease is subordinate to all recorded covenants and conditions now in effect – and to all ground or underlying leases, mortgages, or deeds of trust that may now or in the future affect – the real property of which the premises forms as part, including easements, mortgages, and deeds of trust that cover this real property and other premises as a blanket lien or otherwise, and to all renewals, extensions, modifications, consolidations, and replacements of them. This clause is self-operative; no further instrument or act is required to effectuate this subordination, but, in confirmation of this subordination, Tenant will execute promptly any certificate or other document that the District requests.

**Prior Agreements Superseded**

The Lease constitutes the sole agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

**Notices and Addresses**

All notices to be given under the Lease will be given by certified or registered mail, addressed to the proper party, at the address listed herein for Landlord and at the lease premises for Tenant. The Fort Stockton ISD Superintendent shall act as the District's agent for service of all notices required and may act on the District's behalf in all matters relevant under the lease.

**III. HOUSING ELIGIBILITY**

Employee Housing rentals shall be leased only to professional employees of the District subject to the following general guidelines:

- Privilege of leasing the premises is made available only to "professional" employees of the District. A professional employee shall mean an individual employed by the District whose position requires at least a Bachelor's degree and the obtainment of a certification or licensure.
- Termination of the lease, or refusal to renew, grant, or extend a lease on any premises shall not affect any rights, obligations or duties otherwise granted upon lessor/employee by virtue of the employment contract.
- Lease contracts are on a school term basis only and shall be signed at the beginning of each new school term, or at the initiation of employment if such employment occurs during the school year
- Housing is intended to attract professional employees to the District not to compete with commercial enterprise.
- Employee Housing units may be reassigned, as deemed necessary throughout the term of the lease, to accommodate professional employees' housing needs, as well as needs of the District, by the District.

**IV. PROCEDURES****Beginning of Year**

By June 15<sup>th</sup> of each year, a listing of Employee Housing units, and Tenant's contracted to occupy such units for the next school year, will be prepared and reviewed by the District. The District shall provide the updated list, as well as current lease copies, to the Business Office by the August payroll information due date.

### **End of Year – Resignations – Terminations**

The Employee Housing lease shall be on a monthly basis, ending on the last contract day of the school year. Premises are to be vacated within five (5) calendar days after the end of the regular school term. Tenant who has occupied a school-owned unit under lease continuously for the full or a major portion of the teaching year, and plan on returning to the same location to teach the following school year and would like to retain possession of the unit during the summer months, may request an extension of the lease from the last day of the school year to July 31<sup>st</sup> of that same year under the following conditions:

- Written notification of intent to occupy the school owned unit during the summer months of June and July must be given to Landlord by May 20<sup>th</sup>, annually. Failure to notify Landlord in writing shall be taken to mean that the Employee Housing unit, along with all personal possessions, will be vacated by Tenant within five (5) calendar days after Tenant’s last contracted work day.
- The rent for June and July shall be payable and no portion shall be refundable unless a 30-day prior notice to vacate is given in writing to Landlord and terms agreed upon.
- Landlord shall annually furnish the Business Office with a listing of summer tenants by May 25<sup>th</sup>.
- An employee who is terminated/discharged for cause from District employment shall vacate the unit within five (5) calendar days after termination, or five (5) calendar days after due process is completed.
- An employee who resigns shall vacate the unit within five (5) calendar days of the resignation date.
- Landlord and vacating Tenant will complete the Employee Housing Final Inspection Reports as promptly as possible. This report must be complete within one (1) working day of vacating the unit. This will allow refunds and maintenance to proceed rapidly.

### **V. INSPECTIONS: INITIAL AND FINAL, PERIODIC AND REPAIR**

Prior to Tenant’s occupancy, Landlord and Tenant shall inspect the premises together and prepare a statement on items requiring attention or repair.

Upon vacating the housing unit, Landlord and Tenant shall make a final inspection of the unit and prepare a joint statement on conditions of the premises. If the unit is not reasonably acceptable to Landlord on the final inspection, Tenant may be charged from the deposit for needed repairs. Tenant will be given an itemized statement of the needed repairs. The one-time non-refundable cleaning fee will be used for routine preparations and cleaning of the unit for the next occupant.

Tenant has the responsibility to contact Landlord to arrange for final inspection during regular school business hours.

Tenant, and the District’s Payroll, Personnel and Maintenance Departments, shall each receive a signed copy of the Initial and Final Inspection Report.

Landlord shall have the right, at all reasonable times during the term of the lease and any renewal thereof, to enter the premises for the purpose of performing work or to conduct inspections in the interest of health and safety, or to safeguard Tenant’s property. In the case of “non-emergency or non-life threatening” circumstances, Tenant will be given 24-hours reasonable notice by Landlord before entering Tenant’s premises. Tenant must make all reasonable accommodations to allow Landlord to perform repairs and maintenance. In emergencies, and to effect urgent repairs, advance notice shall not be required.

Tenant agrees to be responsible for the maintenance of the appropriate temperature to prevent frozen pipes, which, during the heating season, shall mean maintaining a minimum heat in the unit of 51 degrees Fahrenheit (°F). Any damage caused by Tenant's negligence in such maintenance shall be the sole responsibility and cost of Tenant. In such event, Landlord may make the necessary repairs and Tenant shall be responsible for reimbursing Landlord for such costs.

The District may, at any reasonable time during the last 30 days of the lease term, enter the premises to display it to prospective tenants.

## **V. OPERATING RULES AND REGULATIONS**

### **Admission**

Employee Housing rentals are reserved for professional employees of the School District, the spouse of such employee and the children of such persons. No other persons may occupy the premises without the specific written approval of the Superintendent of Schools. No campus administrator, or any other employee of the District, has authority to waive this restriction.

Persons who do not meet the requirements as eligible dependents, as defined in the District health insurance rules, will not be allowed to remain in District housing without the specific approval of the Superintendent.

Tenant may use the premises only for private, single-family residence purposes, and only Tenant may occupy them. The premises may not be used for no more than one (1) family of up to six (6) persons and for no other purpose without the District's written consent. The District reserves the right to limit the number of persons residing in each unit.

Once housing is assigned for the school year and all tenants have entered into lease contracts, the rental units shall not be changed or reassigned until the expiration of said lease. However, should an emergency arise during the school year, a housing reevaluation will be done and action may be taken by the District at its sole discretion.

Requests for housing, and changes in housing, should be made in writing to the District. The District's response to such requests shall be made in writing.

### **Use of District Housing**

Housing units are for residential use and may not be used for business purposes.

Tenant must make own arrangements for telephone, Internet and cable hookup.

Tenant must maintain the premises and common areas in a clean, neat and undamaged condition at all times, and to pay for damage caused to the premises and its common areas within five (5) days of Tenant's receipt of the itemized statement of such damage from the District noting the repair costs. Damages to the premises or common areas, caused by Tenant, Tenant's family or guests, may constitute sufficient grounds to terminate the lease at the sole discretion of the District.

Tenant must keep the yard and common areas in a neat and safe condition, this includes proper disposal of pet excrement. Tenants are responsible for mowing their fenced in backyard area.



Tenant must expressly respect the rights and needs of other tenants and neighbors and to use appropriate and reasonable judgment in matters that affect and impact upon those living in the same area.

Tenant must ensure a quiet and peaceful enjoyment of the property, and not create or allow to be created by Tenant, members of Tenant's household, relatives, guests, invitees or agents, any unlawful, noisy or offensive use of the lease premises, nor to commit any disturbance or nuisance, or to obstruct the free use of access of common areas or to threaten or bother any other tenant, neighbor, guest, maintenance worker, or District personnel. The receipt of observation by Landlord of a complaint regarding noisy or offensive conduct or other violations of this provision here shall constitute sufficient grounds for termination of the lease and grounds for eviction at the option of the District.

Tenant must maintain order in the premises and at all places on the premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents.

Tenant must keep all audio levels of sound turned down to a level that does not annoy or interfere with other residents.

Tenant is responsible for any damage made by their personal vehicle to the leased property.

Tenant must not remove District-owned appliances or other fixtures from the housing unit.

Tenant must notify the District of any overnight guests who stay more than two (2) consecutive days. Tenant will be required to provide, to Landlord, the names, and the anticipated length of stay, of guests who occupy units longer than three (3) consecutive days. Guests will not be permitted to stay for a period longer than fourteen (14) days and/or nights in a forty-five (45) day period without the written permission of Landlord.

Tenant must not remove existing window coverings (drapes, blinds). Paper, foil, or other window coverings are not permitted. Any attached fixtures, such as ceiling fans, fences, motion lights, bookshelves attached to walls, etc., will be considered permanent and must remain intact upon vacating the premises.

Tenant must not change entrance locks or dead bolts. Unauthorized locks or deadbolts will be removed at the expense of Tenant. A charge of \$100 will be assessed for a requested change of locks.

Tenant must complete moving in or out of unit between the hours of 7:00 am and 7:00 pm.

Tenant is required to purchase renter's insurance. The District provides no insurance for the personal contents of the Employee Housing rental units, such as, furniture, clothes, valuables, etc.

Tenant must remove all personal property at the termination of the Tenancy. Personal property or furniture may only be left in the leased unit for the next occupant with the prior written consent of Landlord, and signed approval of both the present Tenant and subsequent occupant. Any property left without such signed agreement shall be treated as abandoned property and the removal shall be at Tenant's expense.

Tenant agrees to a reasonable limit on gatherings/parties and assumes full and complete responsibility and liability for all damages caused by their guests.

Tenant must abide by rental agreement and not allow anyone to reside at their residence without prior written permission from the District.

Tenant must pay \$25 each for subsequent code changes after the first two.

Tenant must pay a \$25 fee per rental unit key, maximum of two keys, if a key is missing when Tenant checks out of assigned unit.

Tenant will not be eligible for future rental of Employee Housing if the assigned rental unit is left in a state of disarray and unclean upon check-out.

All Employee Housing units will be inspected twice per school year for safety and sanitation, and to ensure all appliances and equipment are functioning properly. Tenant will be notified in writing no less than 24 hours in advance of the scheduled inspection.

Solicitation is not permitted. Tenant should report solicitors directly to Landlord.

#### **Prohibited on the Premises**

- Smoking
- Signs and advertising
- Public sales or auctions
- Roof mounted antennas or satellite dishes
- Hot tubs, spas, etc.
- Waterbeds
- Aquariums in excess of 20 gallons
- Sale of alcoholic beverages
- Sale and use of narcotics
- Kegs of beer
- Personal property stored within view of any common area
- Contact with, or use of, roofs
- Tampering with heating or cooling equipment
- Parking on lawns
- Horses, cattle, sheep, poultry, etc.
- Wood or coal burning fireplaces or stoves
- Fireworks

## **VII. SITE APPEARANCE**

### **Sanitation**

The District will pay for City services, which includes water usage and garbage services.

All garbage, refuse and other trash shall be placed in trash containers, and shall be picked up by the City in accordance with the City's sanitation services schedule. Tenant shall be responsible for the payment of additional charges assessed by the City due to excessive trash disposal.

No janitorial service will be supplied or furnished by Landlord.

**Aesthetics**

Personal possessions that clutter the premises, or are unsightly, shall not be permitted on the premises and shall be cleaned up or removed by Tenant on demand.

Tenant is responsible for keeping the interior and exterior of the rental unit and premises clean in good order. Abuse and misuse of the interior unit, including all District owned appliances, will not be tolerated.

Abandoned vehicles, and undesirable objects, are not allowed to remain on premises and will be removed at Tenant's expense.

Motor homes and trailers of any kind are not allowed without prior written permission from Landlord. Vehicles must be parked in the provided drive or along the curb located directly in front of the unit.

**VIII. MAINTENANCE AND REPAIR; RULES**

Tenant is responsible for any damage caused to the premises by Tenant or Tenant's family or guests, or any person on the premises with or without the consent of Tenant, excluding reasonable wear and tear.

Tenant will give prompt notice of any needed maintenance or repairs to Landlord in writing. In emergency situations, Tenant will call Landlord. Tenant will notify the District immediately if Tenant becomes aware of any repairs that need attention. Tenant will be responsible for damage caused to property if Tenant fails to promptly notify Landlord.

Tenant will use all appliances and fixtures provided by the District in the proper manner and not add or relocate any appliance or equipment without prior written permission of Landlord, which may be granted or withheld at the District's sole and absolute discretion.

Tenant will make no alterations in or to the unit or furnishings in the unit without prior written permission of Landlord. Tenant is responsible for the repairs of holes left by nails or damage cause by non-removeable tape to suspend or hang items.

Tenant will keep and maintain the premises and furnishings in good sanitary condition and repair during the term and renewal of the lease. Including but not limited to, Tenant will:

- Not obstruct driveways, sidewalks, courts, entry ways, stairs, or halls.
- Not obstruct windows or doors.
- Not leave windows or doors open during inclement weather.
- Not hang laundry, clothing, sheets, etc. from any window, rail, porch, balcony, or yard area.
- Not permit any locks or hooks to be installed on any door or window.
- Not deposit sweepings, garbage, sand, rags, ashes or other substances in sink or toilet. Damage caused to any such fixture, and the cost of clearing stopped plumbing resulting from misuse, shall be the responsibility of Tenant.
- Keep all water and plumbing fixtures in good order and repair and shall use the same only for the constructed purpose.
- Keep all windows, glass, window coverings, screens, doors and hardware in good, clean order and repair.
- Abide, and be bound, by all rules and regulations adopted by the District affecting the premises and the common areas.

- Repair broken windows resulting from Tenant damage, torn screens, holes in walls, floor cleaning, light fixtures and bulbs, damage caused by Tenant negligence and any other items as deemed necessary by the District. Leaking faucets must be reported to Landlord.

## **IX. PETS**

Tenant is entitled only to the following pets:

(1) Pet aquarium no larger than 20 gallons in the unit and one (1) cage for small birds. All birds must remain caged at all times.

**Pets allowed (Dogs & Cats) : 2 maximum, non-aggressive breeds.**

**Tenants are responsible to make sure pets are properly vaccinated and personally liable for any damages to property, other pets, or people caused by their pets. It is highly recommended pet liability insurance is purchased by tenants.**

Tenant will notify Landlord if problem arises involving animals on school property that belong to someone other than Tenant. Landlord will investigate, gather information, and notify the proper authorities. School personnel will not impound animals.

## **X. FIRE HAZARDS**

All combustible or flammable liquids, such as charcoal lighters, and other materials which might be deemed hazardous and might cause a fire, are to be stored in an appropriate manner.

Cleaning fluids, gasoline, fireworks, or other flammable products are prohibited from storage in the unit or storage areas.

Tenant will not tamper with any restricted electrical controls of the appliances in the unit.

Water heater and HVAC closets are to be kept clear of oily rags, junk and other flammable materials, and no foreign objects shall be placed in fuse boxes.

Do not overload electrical circuits.

No firearms or weapons of any nature shall be discharged in the vicinity of the residential area.

No padlocks will be placed on the outside of exit doors of Tenant unit.

Landlord reserves the right to enter, inspect and perform work on the premises in the interests of health, safety, and/or to safeguard District's property, at any reasonable time on demand.

## **XI. IMPROVEMENTS**

Tenant will use the Employee Housing Work Order form to report all complaints, defects, and any dangerous or potentially dangerous conditions of the premises to Landlord within five (5) days. Emergency situations during the term of the Lease should be immediately reported to Landlord.

Tenant assumes risk and responsibility of unreported conditions and will defend, indemnify and hold harmless the District from all claims, loss, liability or expenses arising from any such condition that is unreported.

Tenant shall not perform any repairs to the premises without prior approval of Landlord, except for legitimate health or life-threatening emergencies in which Tenant is unable to inform any representative of the District.

Tenant will not make any alterations or improvements, such as landscaping, storage sheds, additions, fencing, kennels and other similar structures, without prior written permission from Landlord. If consent is obtained, all work will be done at Tenant's own expense and in compliance with applicable state, district and federal ordinances, laws, rules and regulations. All alterations, additions and improvements to the premises will immediately merge with and become a part of the realty, and, at the District's election, remain with the premises unless District instructs Tenant to remove them at the end of the lease term.

Personal property remaining or items built on District property, such as sheds, fencing, etc., shall be considered the District's when Tenant vacates or abandons the housing unit.

Landlord is responsible for major repairs, remodeling and repainting between the end of one Tenant's lease and the beginning of a new Tenant's lease.

Tenant will deliver the premises clean and in the same condition as when it was leased, reasonable and normal wear and tear excepted, upon the end of the lease term. Tenant will remain liable to the District for all damage to the premises and shall reimburse the District for the cost through the Damage Fee deposit if the cost to repair the damage exceeds the \$200 deposit fee, Tenant will be responsible for the additional expense.

Tenant will provide upkeep of the assigned housing unit, and the area around the assigned housing unit is to be kept in a clean and neat manner. Tenant who does not adhere to this regulation may lose consideration for reassignment to any District housing.

Tenant will keep all walkways and driveways clean of snow and ice and otherwise in a safe condition for pedestrian traffic at all times.

## **XII. RULES AND REGULATIONS GOVERNING INSURANCE**

The District will provide fire and extended coverage insurance for all District-owned rental units and alterations, additions and improvements upon the premises.

Tenant will provide fire and extended coverage insurance upon all personal contents.

Unit assigned: \_\_\_\_\_

# FORT STOCKTON ISD

## Private Residence Employee Housing Lease

DATE: \_\_\_\_\_

TENANT NAME: \_\_\_\_\_

TENANT POSITION: \_\_\_\_\_

TERM: 10 - month lease beginning August 1

MOVE IN DATE: \_\_\_\_\_ JUNE/JULY RENT NEEDED: \_\_\_\_\_

**ALL FEES AND RENT PAYROLL DEDUCTED:**

MONTHLY RENT (Rates on Page #4)	\$	Choose single deduction or installments up to 10			
DAMAGE DEPOSIT	\$1,000		Single deduction		Installments #
NON-REFUNDABLE CLEANING FEE	\$200		Single deduction		Installments #
TOTAL MONTHLY RENT:		TOTAL SINGLE:		TOTAL MONTHLY:	

**UTILITIES:**

City services of water and trash shall remain in the Landlord's name and Landlord shall remit payment to City provider on behalf of Tenant for services.

Electricity services shall remain in the Landlord's name. Each unit will be individually metered and electricity charges will be the responsibility of Tenant. The metered charges for electricity will be payroll deducted monthly.

**INSURANCE:**

Tenant is required to purchase renter's insurance for losses due to theft, fire, water, etc. **Pet or Emotional Support Animal liability insurance is highly recommended.**

**RECEIPT OF EMPLOYEE HOUSING HANDBOOK:**

The Employee Housing Handbook includes all guidelines, rules and regulations to be followed by Tenant and Landlord concerning District-owned residential units.

I have received a copy of the Employee Housing Handbook and understand that I am responsible for reading the handbook and following the guidelines, rules and regulations presented.

**TENANT:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Unit assigned: \_\_\_\_\_

# FORT STOCKTON ISD LODGE

## Private Room Month-to-Month Employee Housing Lease

DATE: \_\_\_\_\_

TENANT NAME: \_\_\_\_\_

TENANT POSITION: \_\_\_\_\_

TERM: 10 - month lease beginning August 1

MOVE IN DATE: \_\_\_\_\_ JUNE/JULY RENT NEEDED: \_\_\_\_\_

**ALL FEES AND RENT PAYROLL DEDUCTED:**

MONTHLY RENT (Year = cost)	\$	Choose single deduction or installments up to 10			
DAMAGE DEPOSIT	\$500		Single deduction		Installments #
NON-REFUNDABLE CLEANING FEE	\$100		Single deduction		Installments #
TOTAL MONTHLY RENT:		TOTAL SINGLE:		TOTAL MONTHLY:	

**UTILITIES:**

City services of water and trash shall remain in the Landlord's name and Landlord shall remit payment to City provider on behalf of Tenant for services.

Electricity services shall remain in the Landlord's name. Each unit will be individually metered and electricity charges will be the responsibility of Tenant. The metered charges for electricity will be payroll deducted monthly.

**INSURANCE:**

Tenant is required to purchase renter's insurance for losses due to theft, fire, water, etc. **Pet or Emotional Support Animal liability insurance is highly recommended.**

**RECEIPT OF EMPLOYEE HOUSING HANDBOOK:**

The Employee Housing Handbook includes all guidelines, rules and regulations to be followed by Tenant and Landlord concerning District-owned residential units.

I have received a copy of the Employee Housing Handbook and understand that I am responsible for reading the handbook and following the guidelines, rules and regulations presented.

**TENANT:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ADDENDUM TO FORT STOCKTON ISD EMPLOYEE HOUSING LEASE:**

**AUTHORIZATION TO WITHHOLD DAMAGES AND RELEASE OF CLAIMS**

This Addendum to Fort Stockton ISD Employee Housing Lease: Authorization to Withhold Damages and Release of Claims ("the Agreement") is made by and between **FORT STOCKTON INDEPENDENT SCHOOL DISTRICT**, its agents, trustees, successors, representatives, and employees (the "District"), a Texas Independent School District, and \_\_\_\_\_], [his/her] representatives, heirs, executors, and assigns ("Employee").

**RECITALS**

**WHEREAS**, the District and Employee will or have previously executed a housing lease in Unit/ Building: \_\_\_\_\_, located at: \_\_\_\_\_.

**WHEREAS**, the District and Employee have agreed to make certain modifications to the Original Lease in this Agreement.

**NOW THEREFORE**, the District and Employee, collectively, (the "Parties") agree as follows:

1. Employee, \_\_\_\_\_, hereby authorizes the District to deduct the amount of actual property damages, ("Damages"), if any, in the amount of \$\_\_\_\_\_ from Employee's final check from the District to pay for Damages assessed from the conclusion Employee's Lease.
2. Employee acknowledges that this authorization and release suspend other debt repayment options and in consideration thereof, generally and completely releases the District and its directors, officers, employees, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively the "Released Party") from any and all claims, liabilities, and obligations, both known and unknown, that arise out of or are in any way related to property damage occurring at any time during the duration of the lease agreement including the date of Employee move-out.
3. The Parties agree that this mutual release is to the maximum extent permitted by law and includes (without limitation) the Parties releasing all rights to the following: (A) all claims arising out of or in any way related to Employee's Lease and Agreement with the District or the termination of that contract; (B) all claims related to compensation or benefits from the District, including wages, salary, variable compensation, incentive payments, bonuses, commissions, vacation pay, expense reimbursements, severance pay, or fringe benefits; (C) all claims for breach of contract, and breach of the implied covenant of good faith and fair dealing; (D) all tort claims, including (without limitation) claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (E) all federal, state, and local statutory claims, including (without limitation) claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990 (as amended), the federal Age Discrimination in Employment Act of 1967 (as amended)("ADEA"), the federal Fair Housing Act of 1968 ("FHA"), the federal Worker Adjustment and Retraining Notification Act (as amended) and similar laws in other jurisdictions, the Employee



Retirement Income Security Act of 1974 (as amended), and the Family and Medical Leave Act of 1993 (as amended).

This release of claims and liability is offered freely and without reservation.

\_\_\_\_\_  
[EMPLOYEE NAME]

\_\_\_\_\_  
DATE

ACCEPTED:

\_\_\_\_\_  
Superintendent or Designee  
Fort Stockton Independent District

\_\_\_\_\_  
DATE