

## Kentucky Department of Corrections Rental Agreement

Rental Agreement made as of \_\_\_\_\_ between:  
DATE- MM/DD/YYYY

1 <sup>st</sup> Tenant's Name:		
Tennant's Address:		
City:	State:	Zip Code:

AND

Institution:		
Institution Address:		
City:	State:	Zip Code:

In consideration of the covenants and agreements contained herein, the Institution hereby leases the following premises:

Rental Premises Address:		
City:	State:	Zip Code:

For a term that begins on \_\_\_\_\_ and ends pursuant to the provisions of this Agreement as set forth per policy.

The terms and conditions set forth in the following acknowledgement and agreement are in accordance with Corrections Policy and Procedure CPP 3.12. These statutes and policies govern as well as regulate the responsibilities of both the staff tenants and the Kentucky Department of Corrections in regards to institutional housing.

**A. Institutional:**

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety.
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
3. Keep all common areas of the premises in a clean and safe condition.
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.
5. Employees shall not be assigned to perform domestic work in State Housing or grounds maintenance. The Warden may assign or authorize inmates to perform occasional outside grounds maintenance or property maintenance under the direct supervision of an appropriate employee.
6. If the leased premise contains a fuel burning appliance installed inside the dwelling unit then the Institution will install a carbon monoxide detector. The Institution will furnish electric (hard-wired) or battery operated smoke detectors in each bedroom and at least one on each floor of the leased premises. The tenant agrees to routinely test smoke and carbon dioxide detectors and replace batteries when needed.
7. An inventory shall be provided to the Tenant of all state-owned property in each leased premises.
8. Upon any upward adjustment, the Business Office of the Institution will issue to the Tenant the new maintenance fee schedule established by the Department that itemize the maintenance fee to be charged for the leased premises.

**B. Staff Tenant Responsibilities:**

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
2. Keep the part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.
3. Dispose from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner.
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.

5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances.
6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.
7. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.

### **C. Rules and Regulations of Institutional Housing**

1. Each tenant, those who may reside with the tenant or visit the tenant under the consent of the tenant shall abide by the terms and conditions contained within the acknowledgement and agreement of institutional housing.
2. Tenants shall keep and maintain in good, safe, and sanitary condition the premises in which they dwell. Tenants shall also be responsible for keeping and maintaining in good, safe, and sanitary condition the property in which their dwelling resides.
3. Tenants shall be permitted to retain animals as pets upon the premises such as dogs, cats, fish, hamsters etc so long as the presence of said animals does not create a safety risk, health hazard, sanitation issue, or disturb his neighbors' peaceful enjoyment of the premises. The Tenant agrees to clean and shampoo all carpets prior to vacating the property.
4. Tenants shall be mindful that the dwellings are institutional property and shall keep the premises in such a manner that does not reflect poorly upon the institution or be contrary to the mission statement of the Department of Corrections.
5. Tenants shall keep the exterior of their dwelling neat and tidy. The addition of ornamental flowers, plants, bushes, decorations shall be generally permitted so long as it does not negatively affect the future use or operation of the dwelling or property.
6. Tenants shall not be permitted to install hot tubs or swimming pools.
7. Tenants shall submit a Maintenance Work Order to the Warden in the case where maintenance is required pursuant to section A of this acknowledgement and agreement within seven (7) days of the discovery of such conditions.
8. Tenant shall not discharge a firearm or allow any person on the leased premises to discharge a firearm except as permitted by law in defense of property or person. The Tenant agrees that no explosive or incendiary

- device, dangerous ordinance, or unreasonable amount of flammable liquid is permitted on the leased premises.
9. Tenant agrees that all vehicles on the premises have valid license plates and tags and must be kept in running condition. No firearms, ammunition, explosive or incendiary device or dangerous ordinances may be stored in a motor vehicle on the institutions property.
  10. Tenant agrees not to sublet or assign the right to reside in the leased premises or any portion of the leased premises to include temporary housing (Trailers, Recreational Trailers, Campers, etc.)
  11. Personal property on or around the leased premises, including motor vehicles, will be placed there at the risk of the Tenant or the person owning the personal property.
  12. The Tenant agrees to repair any damage to the leased premises caused by the Tenant, the Tenant's family or the Tenant's invitees that is not deemed normal wear and tear.
  13. The Tenant agrees that if leased premises are rendered unfit and uninhabitable by fire, explosion, storm, earthquake, act of nature, or other casualty, then this Agreement shall terminate upon casualty. The Tenant agrees to assume the risk for all personal property damaged by the fire or other casualty. It is the Tenant's decision to purchase renter's insurance to protect against such risk.

#### **D. Access to Dwelling or Premises**

Tenants shall have the unrestricted ability to access their dwelling or premises under normal circumstances. If it is found that an emergency situation exists that would negatively affect the well-being of tenants or visitors, they may be restricted access to the dwelling until the situation has been resolved and no longer creates a situation that may negatively affect the well-being of tenants or visitors.

Institutional Staff designated by the Warden:

1. Be permitted to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services.
2. Be permitted to enter the dwelling unit without consent of the tenant in the case of an emergency.
3. Not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, shall give the tenant at least twenty-four (24) hours' notice of their intent to enter and may enter only at reasonable times.

The institution shall make an effort to ensure that a tenant or tenant's designee is present at the dwelling unit when they enter into the dwelling. The institution will be exempt from this practice in the case of emergencies.

#### **E. Inspection of Institutional Housing**

An inspection of institutional housing shall take place annually on a date to be determined by the institution or at a point in which it is determined that an inspection is necessary to ensure the safe, sanitary, or habitable condition of a dwelling unit. An employee housing inspection report shall be completed during the annual inspection.

The institution will arrange and give written notice to a tenant at least fourteen (14) days prior to an inspection. The Warden, Maintenance Branch Manager, Safety Officer, and tenant shall be present during the inspection.

Findings during the course of the inspection may be given to the tenant in writing within fourteen (14) days of the completion of the inspection. Any findings that may be in violation of sections A, B, or C of this acknowledgement and agreement shall be addressed and resolved or a plan for a timely resolution made by responsible party within thirty (30) days. After which a follow-up inspection shall be conducted to ensure satisfactory resolution of any violation.

#### **F. Entry and Exit Procedures-(Utilize inspection form for both entry and exit tours.)**

Staff entering institutional housing shall report to the Warden any pre-existing deficiencies, maintenance issues, or any condition that either is or may negatively affect the structural or aesthetic appearance or operation of the dwelling or premises within fourteen (14) days of occupying the premises.

Staff exiting institutional housing shall conduct a walkthrough inspection with the Fire/Safety Officer to address any conditions that may have been realized either through normal "wear and tear", natural causes, structural design, or deliberate or negligent actions that may have negatively affected the dwelling or premises. Keys, garage door openers and ancillary items associated with this property shall be surrendered to the Key Control Officer on the last day of occupancy. The Key Control Officer shall account for these items and deliver them to the Lock Shop Supervisor.

#### **G. Remedies**

It shall be the responsibility of the institution and the tenant of a dwelling to ensure that the terms and conditions of the acknowledgement and agreement be consistently maintained. If it is found that a tenant is in violation of this acknowledgement and agreement, remedies shall be made to ensure the safe, sanitary, and habitable condition of a dwelling unit.

Remedies may be administered as a result of an inspection including eviction of the tenant from the dwelling unit if any other arrangement cannot be forged and agreed upon that would resolve any deficiency or violation of this acknowledgement and agreement.

Eviction of a tenant from Institutional Housing shall conform to Corrections Policy and Procedure 3.12.

**H. Payroll Deduction**

I hereby acknowledge my requirement to pay the monthly maintenance fee in accordance with CPP 3.12.

**I. Signatures**

I hereby affix my signature to the Institutional Housing Staff Acknowledgement and Agreement in full understanding of the terms and conditions of the acknowledgement and agreement. I agree by affixing my signature that I will abide by the terms and conditions set forth in the acknowledgement and agreement. I understand that if I violate the terms and conditions of the acknowledgement and agreement that I may be subject to actions outlined in Section G "Remedies" of the acknowledgement and agreement.

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WARDEN'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
DATE

A SIGNED COPY OF THIS ACKNOWLEDGEMENT AND AGREEMENT SHALL BE FORWARDED TO THE FOLLOWING:

- WARDEN'S FILE
- POLICY AND PROCEDURES OFFICE
- STAFF TENANT
- PERSONNEL OFFICE
- BUSINESS OFFICE