

BAND UNIT INSURANCE AND MAINTENANCE AGREEMENT

THIS AGREEMENT MADE EFFECTIVE THIS DAY \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN:

\*\*\* FIRST NATION,  
as represented by its Chief and Council  
hereinafter referred to as the "Band")

and

\_\_\_\_\_

of the \_\_\_\_\_ First Nation

in the Province of \_\_\_\_\_

(hereinafter referred to as the "Occupant")

WHEREAS THE Occupant resides in a Band Housing Unit located on the \_\_\_\_\_ First Nation and which is hereinafter described as the "Premises" in this Agreement.

AND WHEREAS the Occupant desires to obtain from the Band the provision of specific services in respect of the Premises and to rent the Premises.

AND WHEREAS the "Band has agreed to provide insurance, maintenance and other services to the Premises and to rent the Premises to the Occupant, subject to compliance by the Occupant with the terms and conditions herein contained.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Description of Premises and Services to be Provided to the Premises

1.01 In consideration of the payment of the band unit insurance and maintenance fees and other fees and expenses as may be payable by the Occupant to the Band under the terms of this Agreement, and the other covenants, agreements and conditions herein contained to be performed by the Occupant, the Band hereby agrees to provide to the Occupant the right to use and occupation of the Band Housing Unit (hereinafter referred to as the "Premises") which is located on the following property situated on the \*\*\* Indian Reserve, in the Province of \_\_\_\_\_:

**Legal Description:** \_\_\_\_\_ ¼, Sec \_\_\_\_\_, TP \_\_\_\_\_, R \_\_\_\_\_, W2M

**House #** \_\_\_\_\_ **Phase #** \_\_\_\_\_

1.02 Further, in consideration of the payment of the band unit insurance and maintenance fees to be paid by the Occupant to the Band pursuant to the provisions of section 3 hereof, the Band agrees to provide in respect of the Premises the following specific services:

- (a) the maintaining of property insurance with respect to the Premises;
- (b) the conducting of all major repairs to the Premises as identified in the \*\*\* First Nation Housing and Infrastructure Policy; and
- (c) where applicable, the provision of water supply, septic tank pump-out, garbage pickup and road maintenance services to the Premises.

2. Term

2.01 Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for a period of \_\_\_\_\_ years commencing the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

3. Fees and Other Payments

3.01 In consideration of the right to use and occupation of the Premises along with the services to be provided in relation thereto by the Band as provided for herein, the Occupant covenants and agrees to pay to the Band a band unit insurance and maintenance fee of \$\_\_\_\_\_ per month payable on the first day of a calendar month or ends on a day other than the last day of a calendar month, the band unit insurance and maintenance fee for such month shall be adjusted on a pro-rated basis.

3.02 In addition to the band unit insurance and maintenance fees as provided for in subsection 3.01, the Occupant shall also pay to the Band, as and when required, all costs associated with:

- (a) the repairing of any damages as caused to the Premises by the negligence, carelessness or misuse of the Premises by the Occupant or their family, agents, invitees, visitors or persons to whom they are legally responsible; and
- (b) the conducting of minor repairs to the Premises as identified in the First Nation Housing and Infrastructure Policy.

3.03 All band unit insurance and maintenance fees and other fees and expenses payable by the Occupant under the terms of this Agreement shall be payable at the offices of the Band, or such other place as specified in writing by the Band from time to time without deduction set off or abatement.

3.04 All band unit insurance and maintenance fees and other fees and expenses that may be payable by the Occupant under the terms of this Agreement shall be paid by the Occupant to the Band in the form of:

- (a) cash or money order;
- (b) cheque;
- (c) in the case of an Occupant who is an Employee of the \*\*\* First Nation or any of its operating entities, through payroll deduction during each of the Occupant`s regular pay period;
- (d) in the case of an Occupant who is on social assistance, through direct payment from \*\*\* First Nation`s Social Assistance Department; and
- (e) in the case of an Occupant who holds any elected or appointed position on behalf of the \*\*\* First Nation for which a per diem, honourarium or other remuneration is payable, through deduction from such payments.

In the case of payroll or other deduction, the Occupant acknowledges and agrees that this clause shall constitute proper and sufficient authority for the \*\*\* First Nation to deduct from any salaries, wages or remuneration to be paid to the Occupant at their regular pay periods, funds sufficient to cover the said band unit insurance and maintenance fees and any other fees or payments payable by the Occupant to the Band hereunder, whether arising prior to or following execution of this Agreement.

3.05 The parties acknowledge and agree that the band unit insurance and maintenance fees provided for herein may be adjusted by the Band upon the provision of sixty (60) calendar days` written notice to the Occupant. All band unit insurance and maintenance fee adjustments shall take effect on the date specified in the said notice.

4. Persons Entitled to Reside in Premises

4.01 The parties acknowledge and agree that the Premises is to be used by the Occupant for occupation as a private residence only and is to be resided in by the Occupant together with their immediate family, including any children born to the Occupant. Identified below is a list of the individuals who shall be entitled to reside in the Premises.

Name _____	Age _____
Name _____	Age _____
Name _____	Age _____
Name _____	Age _____
Name _____	Age _____
Name _____	Age _____

4.02 The Occupant shall notify the Band in writing of any additions or deletions to their immediate family who may reside in the Premises as identified in subsection 4.01.

4.03 The Occupant agrees that they shall not, during the term of this Agreement, allow any persons other than those listed in subsection 4.01 to occupy or reside in the said Premises on a permanent basis without the prior written consent of the Band.

5. Covenants of the Occupant

5.01 The Occupant covenants, represents, warrants and agrees to and with the Band as follows:

- (a) to pay the band unit insurance and maintenance fees and any other fees or expenses as may be payable by the Occupant under the terms of this Agreement at the times and in the manner herein provided;
- (b) to pay when due all charges in respect of natural gas, electricity, water, cable, telephone along with any other utility charges applicable to the Premises;
- (c) to comply with and abide by all laws, bylaws, policies or legislative enactments as may be established from time to time by the \*\*\* First Nation or any authority acting under the jurisdiction of the \*\*\* First Nation having application to the Premises, including the \*\*\* First Nation Housing and Infrastructure Policy, as amended from time to time;
- (d) to use the Premises as a private residence only;
- (e) not to carry on any offensive or illegal trade or occupation from the Premises, or to establish any trade, business or occupation on or from the Premises without the express written consent of the Band;

- (f) not to transfer, assign, sub-let or in any way part with possession of their interest in the Premises without the express written consent of the Band;
- (g) to abide by and comply with all rules and regulations as established by the Band with respect to the Premises as outlined in Schedule ``A`` together with any amendments as made by the Band in relation thereto. The parties acknowledge and agree that the Band may amend, add to or delete from any of the rules and regulations as described in Schedule ``A`` upon a minimum of fourteen (14) calendar days` written notice to the Occupant, which amendments shall be incorporated into and form part of this Agreement;
- (h) to attend, as requested by the Band, all housing and maintenance workshops offered by the Band;
- (i) not to do allow to be done on the Premises anything which may become a nuisance or annoyance to the owners or occupants of any neighbouring properties.
- (j) to permit the Band, its employees, servants, agents and contractors access to and from the Premises at all reasonable times for the purpose of inspecting the Premises and undertaking any repairs to the Premises as may be required;
- (k) not to make any major improvements other than what is considered normal repair and maintenance to the Premises without the express consent of the Band. For the purpose of this section, the term ``major improvements`` shall, without restricting the generality of the foregoing, include any changes to the interior or exterior structure of the Premises or any changes to the landscaping and layout of the yardsite surrounding the Premises.
- (l) to be responsible for the completion of all minor repairs in relation to the Premises as identified in the \*\*\* First Nation Housing and Infrastructure Policy.
- (m) to keep and maintain the Premises in good and clean condition throughout the term of this Agreement. The parties acknowledge and agree that the Occupant shall be responsible for all repairs to the Premises which may become damaged or destroyed through the negligence, carelessness or misuse of the Premises by the Occupant or their family, agents, invitees, visitors or persons to whom they are legally responsible;
- (n) to properly bag and place all garbage in the receptacles provided;
- (o) to notify the Band immediately of any accident, damage or defect occurring to the Premises or any of the plumbing, heating electrical, water pipes, water lines, gas or utility lines or fixtures used to service the Premises;
- (p) not to permit or suffer to be done anything on the Premises whereby any policy of the Band on the Premises may become void or voidable, or whereby the rate of premium in respect thereof may be increased; and
- (q) to comply with all health, fire and other regulations or requirements as established by the \*\*\* First Nation or any other governmental authority with respect to Premises from time to time.

6. Covenants of the Band

6.01 The Band covenants, represents and warrants to and with the Occupant as follows:

- (a) that for so long as the Occupant shall not be in default of the terms of this Agreement, the Occupant shall be entitled to quiet enjoyment of the Premises;
- (b) to keep the Premises insured against loss or damage by fire and other perils commonly insured against;
- (c) to complete all major repairs to the Premises as identified in the \*\*\* First Nation Housing and Infrastructure Policy, provided that the Band shall not be obligated to repair any damages to the Premises as caused by the negligence, carelessness or misuse of the Premises by the Occupant or their family, agents, invitees, visitors or persons to whom they are legally responsible, and
- (d) to provide, where applicable, water supply, septic tank, pump-out, garbage pickup and road maintenance services to the Premises, provided that the Occupant is not in default of their obligations hereunder.

7. Mandatory Inspection and Occupancy Review

7.01 The parties acknowledge and agree that during the first six (6) months of the term of this Agreement, the Band shall conduct periodic inspections of the Premises with the co-operation of the Occupant. The purpose of the inspections shall be to review the condition of the Premises along with the Occupant's compliance with the terms and provisions of this Agreement. If during the inspections or thereafter, it is determined that the Occupant is not in compliance with the terms and provisions of this Agreement, the Band may proceed to exercise any remedies of default available to the Band hereunder.

8. Occupant's Insurance

8.01 The Occupant shall be responsible for insuring their property and contents within the Premises against damage or loss by fire, water, theft and other perils. The Occupant shall be solely responsible for all costs associated with the maintaining of such insurance.

9. Indemnification

9.01 The Occupant covenants and agrees to indemnify and save harmless the Band, including the Band Council of the \*\*\* First Nation, its officers, agents, employees, successors and assigns from and against any and all claims, demands, actions, causes of action, damages, losses costs, liabilities, and expenses (including without limitation legal fees on a solicitor and client basis), which may be made or brought against the Band or for which the Band may suffer or incur as a result of, in respect of or arising from the following:

- (a) the non-performance or non-fulfilment of any of the terms, covenants or provisions of this Agreement on the part of the Occupant to be performed hereunder; or
- (b) the loss of life, personal injury or damage to property sustained by anyone arising from this Agreement or the occupancy or use of the Premises by the Occupant or any part thereof, whether occasioned wholly or in part by any act or omission of the Occupant or their family, agents, invitees, visitors or persons to whom they are legally responsible;

10. Voluntary Termination and Relinquishment of Housing Unit

10.01 Without prejudice to any of the rights and remedies as may be available to the Band upon default as provided for under the provisions of section 11 hereof, the parties acknowledge and agree that this Agreement may be voluntarily terminated by the parties in the following manner in the specified circumstances:

- (a) by the Occupant upon the provision of a minimum of thirty (30) calendar days written notice to the band. The Band may waive notice in whole or in part; or
- (b) at any time by mutual agreement between parties.

10.02 Upon the effective date of termination as provided for in subsection 10.01, the Occupant shall peaceably surrender and yield up possession of the Premises to the Band.

11. Default and Remedies Upon Default

11.01 Any one or more of the following events shall constitute a default by the Occupant under the terms of this Agreement:

- (a) the Occupant shall fail to pay any of the band unit insurance and maintenance fees or other fees or expenses payable by the Occupant under the terms of this Agreement when due, and such failure shall continue unremedied thirty (30) calendar days after notice thereof has been given by the Band to the Occupant to cure such default;
- (b) the Occupant shall fail to observe any term, provision or covenant under this Agreement on the part of the Occupant to be performed, and such failure shall continue unremedied for ten (10) calendar days after notice thereof has been given by the Band to the Occupant to cure such default; or
- (c) the Occupant should abandon the Premises for thirty (30) calendar days or more without notifying the Band.

11.02 Upon the occurrence of any of the events of default the Band may, at its option, exercise any or all of the following remedies:

- (a) the band may make such payments or take such actions as it may consider necessary to remedy the default and upon demand recover such payments from the Occupant together with any other amounts as may be due and payable under this Agreement. Any costs incurred by the Band in taking such action to remedy the default shall be payable by the Occupant and shall be considered as additional fees payable and recoverable from the Occupant;
- (b) enter upon and take possession of the Premises without demand or notice and thereafter possess and enjoy the Premises as though this Agreement had not been made, or lease or otherwise dispose of the Premises upon such terms and conditions as the Band may deem appropriate. No acceptance of band unit insurance and maintenance fees or the payment of any other fees or expenses payable by the Occupant subsequent to any breach or default, nor any condoning, excusing or overlooking by the Band on previous occasions of any breach or default similar to that for which re-entry is made shall be taken to operate as a waiver of this condition or in any way defeat or affect the rights of the Band herein;
- (c) withdraw all or any portion of the services to be provided by the Band to the Premises; and

- (d) exercise any other rights or remedies it may have in law against the Occupant.

12. Option to Renew for Further Term

12.01 Provided that the Occupant is not in default under the terms of this Agreement, the Band shall provide to the Occupant the option to renew this Agreement for a further term of \_\_\_\_\_ (\_\_\_\_\_) years on the terms and conditions herein contained, subject to any adjustments in the band unit insurance and maintenance fees or any other provisions which may be required by the Band. In the event any changes in the fees or other provisions as provided for in the Agreement are required, the parties shall execute a new Band Unit Insurance and Maintenance Agreement containing such terms and conditions. In the event no changes to the Agreement are required, the terms of this Agreement may be extended for the renewal period without the necessity of the execution of a new Agreement upon confirmation in writing as executed by each of the respective parties.

13. Miscellaneous Provisions

13.01 All notices required pursuant to this Agreement shall be delivered by hand to the party for which it is intended, sent by facsimile or other similar form of transmitted message, or sent by courier or registered mail to the address indicated below or such other address as either party may stipulate by notice in writing to the other.

To the Occupant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To the Band: **\*\*\* First Nation**  
 \_\_\_\_\_ (PROVINCE)  
 \_\_\_\_\_

Any notice delivered by hand, courier or registered mail shall be deemed to have been received on the date of actual delivery thereof. Any notice sent by facsimile or other similar form of transmitted message shall be deemed to have been received upon receipt of confirmation of transmission by the sending party.

13.02 The parties acknowledge and agree that the provisions herein contained constitute the entire agreement between the parties pertaining to the leasing and occupation of the Premises and supersede all previous communications or agreements, whether verbal or written, between the parties with respect to the subject matter contained herein, provided however that nothing herein contained shall be construed as prohibiting the Band from enforcing any rights or remedies that it may have with respect to non-payment of any outstanding liabilities arising from any previous agreements, whether verbal or written, express or implied, of the Premises, or any other housing units on the \*\*\* Indian Reserve which may have existed prior to the date of execution of this Agreement.

13.03 The parties acknowledge and agree that the following Schedule along with any amendments made in relation thereto shall be interpreted as being incorporated into and forming part of the within Agreement:

*Schedule "A" – Rules and Regulations Pertaining to Band Unit Insurance and Maintenance Agreements*

- 13.04 Save and except as provided for herein, this Agreement may not be changed, altered or amended except by instrument in writing executed by each of the parties hereto.
- 13.05 Failure by either party to enforce at any time, whether a single instance or repeatedly, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or a waiver of the right of the party thereafter to enforce each and every such provision. Further, no express waiver of any provision or performance hereunder or any default by either party, shall constitute a waiver of any other provision or future performance or default.
- 13.06 In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts of this Agreement shall be and remain in full force and effect.
- 13.07 This Agreement shall ensure to the benefit and be binding upon the parties along with their respective heirs, executors, administrators, successors and assigns.
- 13.08 This Agreement shall be governed by and construed in accordance with the laws of the \*\*\* First Nation, (Province) and Canada, where applicable.
- 13.09 In the event this Agreement is executed by more than one Occupant, the Occupants` obligations under this Agreement shall be considered joint and several and binding equally on each respective Occupant.
- 13.10 The Occupant shall, at the Band`s request, execute such other documents and instruments as may be required in connection with this Agreement or as it relates to the administration of the Band`s housing program.
- 13.11 The Occupant acknowledges having read this Agreement and understands fully the rights and obligations of the Occupant hereunder.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as attested to by the hands of its proper signing authorities on their behalf effective the day and year first above written.

\*\*\* First Nation

Per: \_\_\_\_\_

Per: \_\_\_\_\_

SIGNED, SEALED and DELIVERED )  
 by the Occupant )  
 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
 in the presence of: )  
 )  
 )  
 )  
 )  
 \_\_\_\_\_ )

\_\_\_\_\_  
 Occupant

\_\_\_\_\_  
 Occupant

Witness



RULES AND REGULATIONS PERTAINING  
TO BAND UNIT INSURANCE AND MAINTENANCE AGREEMENTS

1. **Water Fixtures** – The toilets, sinks, tubs and other fixtures shall not be used for any purpose other than for which they are constructed. No sweepings, garbage, rubbish, litter, rags, oil, grease, solvents, ashes or other materials shall be thrown therein. The Occupant shall be liable for any damages, repairs or expenses resulting from the misuse of the water fixtures by the Occupant, or their family, agents, invitees, visitors, or any persons to whom they are legally responsible.
2. **Garbage**- The occupant shall dispose of all garbage in the appropriate receptacles provided. The Occupant shall not place, leave or permit to be placed or left on or in the Premises, any debris or garbage which may cause a health or safety hazard on the Premises.
3. **Moving of Furniture** – No goods, chattels, fixtures or other items that may overload the floors of the Premises which may cause damage to the Premises. The Occupant shall be responsible for any damage that is caused by the movement of items in or on the Premises.
4. **Electrical and Other Installations** – No electrical or telephone installations or repairs shall be made to the Premises without the prior written consent of the Band. No electronic wiring shall be installed and no electrical fixtures may be installed, repaired or removed from the Premises by the Occupant without the prior written consent of the Band. Further, no partitions, fences or enclosures of any kind may be erected on or adjacent to the Premises without the prior written consent of the Band.
5. **Smoke and Carbon Monoxide Detectors** – The Occupant shall be responsible for maintaining all smoke and carbon monoxide detectors supplied to the Premises including the changing of batteries. The Occupant shall notify the Band in writing immediately of any damage or malfunction occurring to any of the smoke or carbon monoxide detectors installed in the Premises.
6. **Noxious Substances** – The Occupant shall not permit any contaminants or noxious, dangerous or flammable substances to be brought into or placed within the Premises.
7. **Access to Utility Services and Facilities** – All Occupants shall refrain from storing any property or planting any trees that may prevent access to the SaskTel, SaskPower, SaskEnergy, water and sewer lines or any other utilities or facilities used to service the Premises. For those Occupants located in the subdivisions, due to the water and sewer lines being situated in front of the respective housing units, Occupants shall refrain from storing any property or parking any vehicles in front of the housing units.
8. **Storage of Abandoned Vehicles** – All abandoned vehicles or any property associated therewith shall be stored, at a minimum, 50 metres from the Premises, or any well, sewage discharge system or any services lines which may be used to service the Premises.
9. **Attendance at Premises for Purpose of Conducting Repairs and Inspections** – The Occupant shall ensure that they or a member of their family are present at all times when the Band or its agents, employees, servants or contractors attend at the Premises for the purpose of conducting any repairs and/or inspections with respect to the Premises. Where applicable, the Band shall provide to the Occupant a minimum of 24 hours notice prior to the conducting of any repairs or inspections on the Premises.

10. **Pets** – The Occupant shall advise the Band in writing of all pets and/or animals that may be kept in or adjacent to the Premises. All Occupants shall ensure that their pets are housed in appropriate kennels and are properly leashed and restrained when outside the Premises. The Band reserves the right to decline approval for any pet or animal to be housed within or adjacent to the Premises.

The Occupant shall be liable for all losses or damages that may be caused to the Premises by their pets or animals. Further, the Occupant shall be fully responsible for any liability associated with any claims or actions for personal injury or property damage to any person arising from or in any way attributable to their pets or animals or the keeping of their pets or animals.

11. **Notice of Unattended Premises** – The Occupant shall notify the Band if they plan on leaving the Premises unattended for a period of (14) calendar days or more in duration. The Occupant shall submit their notice in writing to the Band and shall indicate the length of time for which they will be away from the Premises and provide the name of any person or persons who may be monitoring the Premises during their absence.

12. **Noise** – The Occupant shall not cause noise or interference of any kind which, in the opinion of the Band, may become a nuisance or an annoyance to the owners or occupiers of any neighbouring properties. Upon request to discontinue any offensive activity that is brought to the Occupant's attention by the Band, its agents or any other persons, the Occupant shall immediately cease and desist from the conduct giving rise to the noise or interference.