

July 24th, 2025 Special Board Meeting 9:00 a.m.

ZOOM only

Link: <https://us06web.zoom.us/j/81531244764>

Announcement each meeting by Board Chair or Designee: “This meeting is being recorded. The recording does not constitute the official record of this meeting. All documents from this meeting are available on the school board page of the district website.”

Call to Order

Pledge of Allegiance

Public Comment on non-agenda items

Discussion and Action Items

- 1. Lease for employee housing between BSSD and JTEG, LLC.**
- 2. Certified Hire - Spanish - Noah Gettings**
- 3. 4k student approvals**
- 4. Out of District students**

Next Regularly scheduled board meeting, Tuesday, August 12th, Annual Budget Meeting.

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Public Comment on non-agenda items

Discussion and Action Items

- 1. Lease for employee housing between BSSD and JTEG, LLC. - In Packet. The landlord will only lease to the school district, not an individual. We will create a separate agreement detailing the payments for our employee. This is a great deal on housing for one of our employees. *Recommended motion = Approve the lease agreement between the Big Sky School District and JTEG, LLC with the terms presented.***
- 2. Certified Hire - Spanish - Noah Gettings - CV and letter in packet. We hired a Spanish teacher earlier in the year. We provided her a contract and she did not return it signed nor did she return any of our correspondence. We feel lucky that Noah was still available. This is a placement by our strategic planning education group. *Recommended motion = Approve Noah Gettings as a 1.0 certified FTE.***
- 3. 4k student approvals - List in packet. The names are initials and DOB. We need to approve these students to enter our programming in order to get funding for them. *Recommended motion = Approve the 4 year old students as presented.***
- 4. Out of District students - 1 student (S.J.) Madison County. *Recommended motion = Approve S.J. as an out of district student.***

Next Regularly scheduled board meeting, Tuesday, August 12th, Annual Budget Meeting.

LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("Agreement" or "Lease"), is made effective July 28, 2025 ("Effective Date") by and between JTEG, LLC ("Landlord") and Big Sky School District #72 ("Tenant"). Landlord contracts with a third party for property management services ("Landlord's Agent"). The Tenant is entering into this Agreement to provide housing to one of its employees ("Occupant").

The terms and conditions as set forth below commence as of "**Commencement Date**" and cease at the "**Termination Date**".

A. The Premises ("**Premises**") leased is located at 2085 Ousel Falls Road, Big Sky, MT 59716.

B. The Term ("**Term**") of this Lease begins on July 28, 2025 (the "**Commencement Date**"), and ends on July 27, 2026 the "**Termination Date**".

C. The Rent is due to Landlord without demand, and will be in the total amount of \$1,000.00 per month ("**Rent**"), due on the first day of each month during the Term. Tenant agrees to pay Landlord a late fee of one hundred dollars (\$100.00) for any rental payment not received by 5:00 p.m. the 6th day of each month. Tenant agrees to pay Landlord interest of fifteen percent (15%) per annum on any amount not paid within thirty (30) days of the date it becomes due.

D. The prorated amount due for the initial month of the Term will be in the amount of \$130.00 ("**Prorated Amount Due**").

E. The Security Deposit shall be deposited with the Landlord in the amount of \$2,000.00 ("**Security Deposit**"). This deposit shall be made prior to the first day of the Term.

F. In the event any payment to the Landlord by Tenant(s) is returned unpaid, the Tenant(s)'s payment shall not be considered made until such funds are made good. In addition, Tenant(s) shall pay the **NSF Check Fee of \$30** if payment was made, and is returned unpaid, by check. If payment was made online and is returned unpaid, Tenant(s) shall pay Landlord a fee of \$30. From that time forward all payments must be in the form of a cashier's check or money order, unless otherwise agreed in writing. All payments made by Tenant shall be applied first to any fees or charges owing and any remaining balance shall be applied to rent owing.

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows

****This is a legally binding contract. If not understood, Tenant(s) is advised to seek competent advice.**

A. TENANT RESPONSIBILITIES

1. **Condition of Premises; Tenant's Responsibility at Termination of Tenancy.**

Concurrent with execution of this Lease, Tenant and Landlord/Landlord's Agent shall prepare a statement of the condition of the Premises (the "Condition Statement"), which shall include an inventory of all property in the Premises. Prior to the expiration of the Term or any extension term, Landlord/Landlord's Agent shall notify Tenant in writing of all cleaning and repairs necessary to restore the Premises to a condition at least equal to that described in the Condition Statement, normal wear and tear excepted. Tenant shall have twenty-four (24) hours from receipt of that notice to clean or repair the Premises as per the notice and remove from the Premises Tenant's personal property, trash, and debris. If Tenant fails to comply with this requirement, Landlord/Landlord's Agent will deduct from Tenant's security deposit the sum necessary to complete the cleaning and repairing and to remove Tenant's personal property. Landlord/Landlord's Agent shall have no obligation to provide Tenant with the notice of cleaning and repairs, described above, if Tenant has vacated the Premises prior to the end of the Term. For purposes of this Lease, any holes, stains, burns, or other markings on the walls, ceilings, floor coverings, window dressings, or any other surface of the Premises shall not constitute normal wear and tear.

2. **Utilities.** Payments for all utilities that have been arranged for by the Tenant are the responsibility of the Tenant and must be paid for when billed. The utilities include, but are not limited to, electricity, gas/propane, telephone, cable/satellite television and garbage removal. Landlord shall provide snow removal services for the driveway only.

Tenant agrees to maintain an internal temperature at the Premises of at least fifty-five (55) degrees Fahrenheit, in order to keep any plumbing from freezing.

3. **Vacating Premises Prior to Termination.** Tenant is liable under the terms of this Lease for the entire Term. If Tenant vacates the premises prior to the conclusion of the Term, or if this Lease is terminated because of Tenant's default, rent and other obligations including but not limited to, utilities, insurance, etc. shall remain payable by Tenant as originally scheduled in this Lease. Landlord/Landlord's Agent may thereafter lease the Premises to another tenant for any term and at any rent. Tenant is responsible for all costs incurred by Landlord/Landlord's Agent in reletting the Premises (including attorney fees, advertising expenses, and repairs). Landlord/Landlord's Agent agrees to use reasonable efforts to relet the Premises.

4. Any rent received by Landlord/Landlord's Agent from a new tenant will reduce the amount for which Tenant is liable to pay to Landlord/Landlord's Agent until the obligated charges in this Lease are satisfied.

5. **Tenant Rules and Regulations.**

Tenant shall:

- Comply with the terms and conditions of: (i) this Agreement and (ii) all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- Keep the inside and outside part of the Premises that the Tenant occupies clean and safe for use.
- Dispose of all ashes, garbage, rubbish, and other waste in a clean and safe manner. Tenant shall temporarily store all trash, garbage, and refuse in receptacles on the Premises in a tidy manner.
- Keep all plumbing fixtures in the dwelling unit or used by the Tenant as clean as their condition permits.

- e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances.
- f) Conduct himself or herself and require other persons on the premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of the premises.
- g) Tenant is fully responsible for the actions and conduct of all guests, invitees, and occupants on the Premises. Tenant must ensure that all such individuals comply with and act in accordance with the terms of this Agreement.

Tenant shall not:

- h) Store any personal items other than patio furniture on the exterior patios or common areas of the Premises. Barbeque grills shall be allowed only on the exterior concrete patio at the rear of the Premises.
 - i) Store any personal items in the crawlspace (and Tenant shall be liable for any damage to the vapor barrier or the crawlspace resulting from use of such area).
 - j) Access or store any items outside of the safety railing on the garage decks (if applicable) (and Tenant shall be liable for any damage to the roofing material outside of the safety railing resulting from use of such area).
 - k) Destroy, deface, damage, impair, or remove any part of the premises or permit any person to do so.
 - l) Smoke or allow guests or invitees to smoke on the Premises. Smoking within the Premises will result in substantial remediation costs and the potential for extensive costs associated with replacing certain elements of the home including, but not limited to, all rugs and carpets.
 - m) Change or alter any part of the Premises without the prior written consent of Landlord/Landlord's Agent. Tenant shall not install or remove a satellite dish on the Premises without the prior written consent of the Landlord/Landlord's Agent.
 - n) Engage or knowingly allow any person to engage in any activity on the premises that creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured, including but not limited to any of the following activities.
 - a. Criminal production or manufacture of dangerous drugs.
 - b. Operation of an unlawful clandestine laboratory.
 - c. Gang-related activities.
 - d. Improper or negligent handling of weapons.
 - o) Unlawfully possess a firearm, explosive, or hazardous or toxic substance.
 - p) Engage in any activity that is otherwise prohibited by law.
6. **Parking and Vehicles.** Tenant shall park only one car in the parking space designated for the Premises. Tenant shall

not drive or park on the lawn or landscaping at any time, including, but not limited to, the loading and unloading of vehicles during moving. Tenant acknowledges that failure to comply with parking rules may result in a fine imposed by the Landlord/Landlord's Agent of \$25 per day for each day the violation persists. If multiple parking violations occur, or if the severity of the violation warrants, the Landlord/Landlord's Agent reserves the right to have the vehicle towed at the Tenant's expense, in accordance with the applicable laws. Tenant agrees that any vehicle parked on the Premises must be moved at least once every 48 hours. If a vehicle has not been moved within this timeframe, the Landlord/Landlord's Agent will issue a first warning to the Tenant. If the vehicle is not moved within 48 hours following the first warning, the Tenant will be subject to a fine of \$25 per day for each additional day the vehicle remains stationary in violation of this provision. Further violations may result in the vehicle being towed at the Tenant's expense, in accordance with applicable laws and regulations, after appropriate notice has been given.

7. **Subletting; Use.** Tenant may not assign this Lease, sublet all or any part of the Premises, or otherwise permit the use of the Premises for any purpose other than as a private dwelling for occupancy solely by Tenant's employee. Tenant shall not, without Landlord/Landlord's Agent written consent, use the Premises for any business or commercial purpose. Tenant covenants and agrees that Tenant's use of the Premises will not violate any Federal, state, or local law, statute, ordinance, or regulation.

8. **Subletting or renting the Premises via VRBO, Air BnB, or any other comparable services is expressly prohibited and may result in immediate termination of this Agreement.**

9. **Non-Assignment.** Tenant shall not, without the express written consent of the Landlord/Landlord's Agent, allow occupancy of the Premises by an additional or replacement occupant under any circumstances.

_____[Tenant's Initials]

10. **Additional Tenants / Guests.** All occupants must be a party to this Agreement. Tenant is liable for all actions of guests of the Premise. No person other than the Tenant(s) named in this Lease may occupy the Premises for more than 10 consecutive days during the Term without the prior written consent of Landlord/Landlord's Agent. **Violation of this clause may result in full termination of this Agreement.**

_____[Tenant's Initials]

11. **Pets.** Pets are not permitted on the Premises. If a service animal or emotional support animal, as defined by Montana law and described below, is on the Premises,

Tenants are responsible for supervising and keeping such animals under control at all times, and they shall not be allowed outside the Premises except under Tenant supervision.

Tenants are responsible for immediately cleaning up after service animals and emotional support animals at all times.

_____[Tenant's Initials]

Tenants are responsible for the behavior of their service animal or emotional support animal and are required to carry and show proof of renter's insurance with a minimum liability of \$300,000. Tenant shall indemnify and hold Landlord/Landlord's Agent harmless from any and all liability associated with Tenants keeping a service animal or emotional support animal on the premises including, without limitation, any damage to the premises, Tenant(s) personal property, and any damage or injuries to others. The attached Insurance Addendum does not outline specific requirements related to the increased liability coverage for Tenant(s) with a service animal or emotional support animal. It is the Tenant(s) sole responsibility to ensure they have obtained and maintained the appropriate level of coverage as stated in this Agreement. The Tenant is required to furnish Landlord/Landlord's Agent with Proof of Insurance within ten (10) days of the Commencement Date. Violation of this clause may result in full termination of this Agreement.

In accordance with Montana law (Mont. Code Ann. § 49-4-

203), a service animal is defined as an animal that is individually trained to perform tasks or work for an individual with a disability. Service animals are not considered pets and are protected under the Montana Human Rights Act and the Americans with Disabilities Act. Tenants with a verified service animal shall not be subject to additional pet fees, deposits, or rent, nor shall they face discrimination for having a service animal. However, all other pets that are not service animals or an ESA as defined in the following paragraph, if permitted by the Landlord's Agent/Landlord, will be subject to applicable pet fees, deposits, and additional rent as outlined in this Lease Agreement.

Per Mont. Code Ann. § 70-24-114, an emotional support animal (ESA) is an animal that provides emotional support, comfort, or companionship to a person with a disability or disability-related need but is not trained to perform specific tasks related to that disability. While ESAs are not considered service animals under the Americans with Disabilities Act, they are recognized as a reasonable accommodation in housing under the Fair Housing Act. A Tenant requesting an ESA accommodation must provide appropriate documentation from a licensed healthcare provider. ESAs are exempt from additional pet fees or deposits, but Tenants remain responsible for their behavior, supervision, cleanup, and any damage caused to the Premises.

_____[Tenant's Initials]

12. **Securing of Premises; Lock-out Fee.** Tenant has been provided with two (2) keys for the Premises; Tenant is advised to lock the Premises at all times. In the event Landlord/Landlord's Agent is required to let Tenant into the Premises, Tenant shall pay Landlord/Landlord's Agent an

additional fee of \$50.00 per each lock-out. Tenant shall pay Landlord/Landlord's Agent \$25.00 per each additional key requested. Upon termination of this Lease, Tenant shall return all keys to the Premises to Landlord/Landlord's Agent.

13. **Tenant's Extended Absence.** Tenant shall notify Landlord/Landlord's Agent, in writing, if he or she will be absent from the Premises for more than seven (7) consecutive days. Tenant shall provide this notice no later than the first day of the extended absence.
14. **Quiet Enjoyment.** If Tenant is not in default under this Lease, Tenant may peaceably and quietly enjoy the Premises during the Term.
15. **Early Termination of Tenancy.** At the Landlord/Landlord's Agent sole discretion, Landlord/Landlord's Agent may, in some cases, allow for early Termination; in such case Landlord/Landlord's Agent shall charge a one time "Early Termination Fee" of \$750. The Early Termination fee is in addition to all other costs associated with the early Termination of the Agreement.
16. **Safe Storage.** All units shall have at least 36 inches of clearance from hot water tanks to combustible material to prevent higher risk of property loss.
17. **Carpet Cleaning Requirement.** Tenant is required to have all carpets professionally cleaned with a truck mounted system at the end of the Term. Renting a steam cleaner is not sufficient. Landlord/Landlord's Agent will make arrangements on the Tenants behalf and the cost will be deducted from the security deposit.
- _____[Tenant's Initials]

18. **Abandoned Property.** If any personal property remains on the Premises after Tenant surrenders the Premises, except by order of the court, Landlord/Landlord's Agent may take possession of, store, and dispose of the personal property, pursuant to the provisions of Mont. Code Ann. § 70-24-430. Tenant shall be liable to Landlord/Landlord's Agent for all costs incurred by Landlord/Landlord's Agent for the transport, storage, or disposition of such personal property.
19. **Insurance.** Tenant agrees not to do anything that will increase the insurance premiums payable with respect to the Premises. If any insurance company insuring the Premises increases its premium due to Tenant's actions or use, Tenant will pay the additional premium as additional rent under this Lease.

Tenant is required to maintain liability insurance with a minimum coverage of \$100,000 for the duration of the Lease Term. **The Insurance Addendum outlining these requirements in detail is attached to this Agreement and incorporated herein by reference.**

_____[Tenant's Initials]

20. **Future Tenants and Purchasers.** During the Term, with twenty-four hours' notice Landlord/Landlord's Agent may enter the Premises at reasonable times to show the Premises to possible tenants, purchasers, and lenders, and may display "FOR SALE" or "FOR RENT" signs on the Premises.
21. **Default and Remedies.** Tenant agrees that each of the terms of this Lease is a condition to Tenant's right to

possession of the Premises. Any failure by Tenant to comply with one or more of the terms of this Lease is a default and Landlord/Landlord's Agent may terminate Tenant's right to possession of the Premises and any other right provided by this Lease, and may invoke any other remedies provided by the Residential Landlord and Tenant Act of 1977 (Title 70, Chapter 24 of the Mont. Code Ann.) and the Residential Tenants' Security Deposit Act (Title 70, Chapter 25 of the Mont. Code Ann.).

22. **Return of Security Deposit.** Landlord/Landlord's Agent will deposit the Security Deposit in a Trust account at a licensed bank in Montana. Should any interest accrue on the Tenant's security deposit during the lease term, said interest will be retained by the Landlord/Landlord's Agent and will not be payable to the Tenant. Landlord/Landlord's Agent may use the Security Deposit to secure payment of rent, late charges, utilities, and penalties, and to pay for cleaning and repairing damage to the Premises. Within thirty (30) days after termination of the tenancy, or within thirty (30) days after Tenant's surrender of the Premises, whichever occurs first, Landlord/Landlord's Agent shall return Tenant's Security Deposit, less any deductions for rent due and repair and cleaning charges, along with a list setting forth the items for which deductions were taken. If Landlord/Landlord's Agent does not make any deductions from Tenant's Security Deposit and Tenant can demonstrate there are no unpaid utilities, Landlord/Landlord's Agent shall return Tenant's Security Deposit within ten (10) days after termination of tenancy or Tenant's surrender of the Premises, whichever occurs first. If Tenant's Security Deposit is insufficient to satisfy the amount of rent due, damage and cleaning charges, and utility payments, Landlord/Landlord's Agent may pursue Tenant for the balance due as provided by the Residential Tenants' Security Deposit Act, (Title 70, Chapter 25 of the Montana Code Annotated). Security deposits will be returned to Tenant at the last known forwarding address, or address Tenant provides, in writing, upon vacating the Premises.

23. **Cleaning Requirement.** Upon the Termination of the Lease a professional cleaning company will be hired to assess and ascertain the cleanliness of the Premises. Any deficiencies in the level of cleanliness will be remedied and rectified at the full expense of the departing Tenant. All Tenants are subject to the cleaning condition of the entire Premises.

_____[Tenant's Initials]

24. **Reserved.**

25. **Notice of Intent to Vacate.** Tenant acknowledges that this provision does not grant the right to vacate the Premises prior to the expiration of the Term. However, Tenant is required to provide at least thirty (30) days' prior written notice to the Landlord/Landlord's Agent before the lease termination date. Written notice must be delivered via

mail, email, or another agreed-upon method and must be acknowledged by the Landlord/Landlord's Agent in writing. Failure to provide the required written notice may result in the Tenant being held responsible for rent payments for up to thirty (30) days after written notice is given or until a new tenant takes possession of the Premises, whichever occurs first. This provision is in accordance with Montana law (Mont. Code Ann. § 70-24-441) and is intended to be fully enforceable under applicable state regulations.

_____[Tenant's Initials]

26. **Sidewalk, Walkway, and Entryway Maintenance.** Tenant(s) shall be responsible for ensuring that all sidewalks, walkways, stairs, patios, and other similar areas adjacent to or included with the leased Premises are kept clear of snow, ice, and other debris, always maintaining these areas in a safe and accessible condition.

_____[Tenant's Initials]

27. **Notice of Status of Manager/Landlord's Agent.** Landlord hereby notifies Tenant(s) that Landlord's Agent is authorized, on behalf of its owner, to manage the Premises as described in this Agreement.

_____[Tenant's Initials]

B. LANDLORD/LANDLORD'S AGENT RESPONSIBILITIES

1. **Landlord's Maintenance Responsibilities; Smoke and Carbon Monoxide Detectors.** Pursuant to Montana Code Annotated § 70-24-303, the Landlord is responsible for ensuring that the Premises are maintained in a fit and habitable condition at the commencement of and throughout the Lease Term. Tenant shall make a written request to Landlord/Landlord's Agent for all requested maintenance or repairs. If the requested maintenance or repair does not constitute an emergency, Landlord/Landlord's Agent will attend to the maintenance or repair within fourteen (14) days of receipt of Tenant's request, unless delayed by circumstances beyond the Landlord/Landlord's Agent's control. If the requested maintenance or repair constitutes an emergency, Landlord/Landlord's Agent will attend to the maintenance or repair within three (3) days of receipt of Tenant's request.

Landlord hereby verifies that there are operational smoke detectors and carbon monoxide detectors on the Premises. Tenant shall maintain the smoke detectors and carbon monoxide detectors, including but not limited to battery replacement, on the Premises in good working order throughout the Term of this Lease. Tenant shall immediately notify the Landlord or Landlord's Agent if a detector malfunctions or becomes inoperable despite routine maintenance.

2. **Landlord/Landlord's Agent Access to Premises.** Landlord/Landlord's Agent with a 24 hour notice may enter the Premises at reasonable times in order to examine the Premises or make repairs or alterations. In the event of an actual or apparent emergency, Landlord/Landlord's Agent may enter the Premises at any time without notice. Tenant will not change any lock or install additional locks without Landlord Agent's prior written consent and without providing Landlord' Agent a copy of all keys.
3. **Liability of Landlord's Agent.** The Landlord's Agent shall not be liable for any loss, damage, injury, or expense incurred by the Tenant or any other person on or about the Premises, except to the extent such loss, damage, injury, or expense is caused by the Landlord's Agent's gross negligence or willful misconduct. If any claim, loss, or expense arises in connection with the Premises due to any cause other than the Landlord's Agent's gross negligence or willful misconduct, the Tenant shall indemnify and hold harmless the Landlord's Agent from and against such claim, loss, or expense, including reasonable attorneys' fees. Any amounts due under this provision shall be considered additional rent under this Lease.
4. **No Liability for Acts or Omissions of Landlord.** The Landlord's Agent is an independent agent acting on behalf of the Landlord and shall not be held liable for any acts, omissions, or breaches of duty by the Landlord. Nothing in this Lease shall be construed to create a partnership, joint venture, or direct liability between the Tenant and the Landlord's Agent for the Landlord's conduct.

GENERAL TERMS AND CONDITIONS; MISCELLANEOUS

1. Limitation of Liability. To the maximum extent permitted by law, in no case shall either party be liable to the other party for any special, or exemplary damages (including damages for loss of profits) arising out of or in connection with this Agreement, whether based on a theory of contract, tort (including negligence), strict liability, or otherwise, and even if such other party has been advised of or otherwise had reason to know of the possibility of such damages.

2. Signatures. A signature delivered by facsimile or electronic means, a digital signature, or an electronic manifestation of assent (such as clicking on a box to agree) shall have the same force and effect as an original signature. This Agreement may be executed in one or more counterparts or in different formats, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

3. Choice of Law and Venue. This Agreement shall be construed in accordance with Montana law. Jurisdiction for any dispute or claim raised under this Agreement or proceeding brought to interpret the Agreement shall lie solely in the State of Montana.

4. Severability. If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes,

TENANT

Signature: _____

Print Name: _____

Mailing Address: _____

Phone Number: _____

Date Signed: _____

OCCUPANT

Print Name: _____

Phone Number: _____

Vehicle Model/Plate: _____

JTEG, LLC _____

Signature: _____

Print Name: Charles A. Elcan

Title: Member

Date Signed: _____

ordinances, or regulations of any public authority having jurisdiction thereof by a court of competent jurisdiction, then, notwithstanding such term or provision, this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties and indicated by any such stricken term or provision.

5. Dispute Resolution. This Agreement will be construed in accordance with and governed by the substantive law of the state of Montana, without regard to Montana's conflict of law rules. The parties hereto agree to attempt to negotiate any dispute that in any way relates to this Agreement. If the attempt to negotiate is not successful, the parties agree to proceed to mediation in conformance with Section 26-1-813 MCA. The parties agree to attempt mediation prior to any filing of a formal lawsuit.

6. Entire Agreement. This Agreement, including any contemporaneously executed addenda, constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous communications, understandings, agreements, representations, and warranties, whether oral or written, relating to the subject matter. Further, Tenant(s) have relied solely on their own judgment, experience, and expertise in entering into this Agreement with the Landlord/Landlord's Agent and are of legal age (or if Tenant(s) are not of legal age, Tenant(s) agree this Agreement is for a necessity) and are of sound mind.

7. Waiver of Default. Landlord/Landlord's Agent's failure to require strict compliance with the conditions of this Agreement or to exercise any right provided for herein, shall not be deemed a waiver of such default, nor limit Manager's rights with respect to that, or any subsequent default.

8. Indemnification. Tenant agrees to indemnify, defend, and hold harmless the Landlord's Agent, and the Landlord from any and all claims, costs, expenses, damages, or liabilities, including but not limited to attorney fees, arising from or related to:

a. Any costs or expenses assumed by the Tenant under the terms of this Lease Agreement.

b. Any actions, negligence, or omissions of the Tenant, their guests, or invitees while on or in connection with the Premises.

c. Any intentional or willful failure by the Tenant to disclose material issues or damages related to the Premises to the Landlord/Landlord's Agent in a timely manner.

This indemnification does not apply to claims, costs, expenses, damages, or liabilities resulting from the negligence or intentional misconduct of the Landlord's Agent or the Landlord.

9. Megan's Law Disclosure. Pursuant to the provisions of the Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information, please contact the local County Sheriff's office, the Montana Department of Justice in Helena, MT, and/or the probation officers assigned to the area.

10. Fair Housing. The Civil Rights and Fair Housing Laws of the United States and Montana prohibit housing discrimination on the basis of race, religion, sex, national origin, color, handicap, familial status, marital status, age, and creed. All parties to this Agreement shall deal in a free and open manner according to said law.

11. Notices. All notices called for in this Agreement or applicable law may be served by personal service, sent by United States mail, or sent by electronic mail to the respective party at the physical/mailling or email address as follows. **Tenant(s) is not obligated to provide any email address(es). By voluntarily doing so and initialing below, Tenant(s) consent to the receipt by email of any notice provided pursuant to this Agreement or applicable law.** Tenant(s) and Landlord/Landlord's Agent also agree that the transaction contemplated by this Agreement may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act. **PLEASE NOTE:** Many physical addresses, as of April 2025, in Big Sky, MT are not recognized by USPS as valid mailing addresses. Should any of the addresses change, Landlord/Landlord's Agent/Tenant(s) shall notify the respective parties in writing within 7 days of address change.

Landlord's Agent:

Mailing Address: PO Box 162018, Big Sky, MT 59716
Email Address: joemanbreen@gmail.com
Phone Number: 301-606-2653

Tenant(s):

Tenant Name: _____
Tenant Email: _____
Tenant Initial: _____

Occupant:

Occupant Name: _____
Occupant Email: _____
Occupant Initial: _____

REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$10.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, a monthly Administration Fee in the amount of (\$4.50) to be retained by the Lessor for processing and handling will be charged. The total additional cost per month to be (\$15.00).
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement" or "Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner" or "Landlord's Agent".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

Lessee Signature _____ Date

Noah Gettings

2123 Maiden Lane SW Roanoke VA 24015

noahget@gmail.com

540-613-5706

EDUCATION

Middlebury College, Middlebury, VT

Bachelor of Arts in International and Global Studies, concentration in Latin American Studies May 2024

- **GPA:** 3.87/4.00, *summa cum laude*
- **Honors:** College Scholar's List Fall 2020, Spring 2022, Fall 2022, Fall 2023 and Spring 2024; graduated with highest departmental honors

Pontificia Universidad Católica de Chile, Santiago, Chile

Spring 2023

Semester Abroad

- Directly enrolled in courses conducted in Spanish with Chilean students and faculty
- Participated in a cultural immersion experience, communicating only in Spanish and living with a Chilean host family

INTERNSHIPS AND EMPLOYMENT

Overland Summers, Williamstown, Massachusetts

Hiking and Backpacking Trip Leader

- Planned and guided day hikes and overnight backpacking trips for teens aged 14-18; drove a van with a trailer; set up and organized camp each night; purchased and cooked food; and distributed medication
- Iceland: Laugavegur and Fimmvorduhals Treks Summer 2024
- North Cascades and Olympic National Parks, San Juan Islands Summer 2022

Fundación Caserta, Santiago, Chile

Intern in Sustainable Development

Spring/Summer 2023

- Presented research on the potential implementation of artificial intelligence and gamification in academic curricula
- Sorted and cataloged program participants for their Profes en Red program using Microsoft Excel

Blue Mountain Adventures, Roanoke, VA

Outdoor Adventure Associate

Summer 2021

- Drove van to shuttle customers to and from campsites or to transport customers with kayaks and inner tubes; cleared, erected and cleaned campsites; operated the cash register at a small camp store

The Mountain Retreat and Learning Center, Highlands, NC

Summer Camp Counselor in Training

Summer 2018 and Summer 2019

- Supervised overnight campers in cabins, assisted in planning and carrying out camp programming

SKILLS AND EXPERIENCE

Language Skills

- Fluent in written and oral Spanish
- Intermediate proficiency of written and oral Portuguese

Backpacking Trip Planning

Summer 2022 - Present

- Organized transportation, permits and food and planned itineraries for treks including the John Muir Trail in California, Circuito los Condores in Chile and the Huayhuash Trek in Peru

Wilderness First Aid Certification

April 2024

References available upon request.

As a student in middle and high school, I often felt considerable pressure to provide the correct answer to avoid embarrassing myself in front of my peers and to affirm to myself that I was as capable and smart as I vied to be. While this was not a constant experience in every classroom and within every subject, these experiences persist in my memory as part of my K-12 education. Conversations with my classmates in school and as adults have helped demonstrate to me the ubiquity of feeling pressure, both intrinsic and extrinsic, to succeed in school that I feel mutes the intellectual curiosity integral to a fulfilling education.

One locus of my education where I reliably felt respite from the pressure to provide swift, correct answers to tailored questions was in my foreign language classes. I began learning Spanish in middle school, a juncture when students begin to cement themselves into classic roles in the classroom: the quiet, cautious one; the loud, braggadocious one; the teacher's pet; the class clown. In Spanish class, however, these roles lost some of their intensity. Each student was thrown into a novice position where one was equally clueless how to say "the blue car" as the next. In such an environment, I felt more willing to speculate and simply be wrong in front of my classmates and teacher than in other classrooms. As I continued to improve in Spanish and progressed to higher-level courses in high school and college, I pushed myself to continue taking risks. I have noticed over time that the process of repeatedly practicing a new concept and accounting for errors along the way renders some of the best results in language learning.

It is this encouragement to take risks and normalize making mistakes that I hope to impose on a Spanish classroom as a teacher. The best teachers and professors I have had the pleasure to learn from have cultivated an environment of intellectual vulnerability that promotes students to embrace challenges. The result of this, when executed effectively, is for students to be able to confidently place themselves in immersive language environments and express themselves without concern for grammatical or phonetic inaccuracies. At the same time, these students still learn the requisite problem-solving and critical thinking skills to adapt on the fly, diagnosing and correcting their own errors over time.

In my experience, the very best foreign language classrooms have promoted a shared feeling of intellectual vulnerability that extends to a broader comfort among students with one another. This can lead to a particularly tight-knit group of students, a development that reciprocally reinforces the efficacy of the language learning process through collaboration. Furthermore, evidence points to language learners developing different personalities in their second language. In my experience, this phenomenon often manifests as more outgoing, sociable characteristics in an otherwise reserved individual. Crucially, students who feel more socially comfortable in the classroom are more likely to participate in group activities and collaborate productively with their peers.

Aside from my motivations to reproduce my formative Spanish classroom experiences in a facilitating role as a teacher, I also highly value the applicability of skills learned in the Spanish classroom. I was fortunate enough to participate in an exchange program with a secondary school in Bolivia when I was in eighth grade, an experience from which I grew mightily by stretching myself out of my comfort zone and finding common ground with people in an

overwhelmingly new environment and language. While I recognize the privilege that comes with the opportunity to do an exchange program at such a young age, learning a new language certainly opens similar avenues for students everywhere. Even in a domestic context, as the U.S. becomes increasingly linguistically diverse, bilingualism becomes increasingly practical and convenient. While I recognize that most students in early Spanish classes are not destined for fluency, I fervently believe that an early language educational background will equip them with relevant skills beyond the ability to point to their parents' Toyota Camry and say "*el auto azul*" (as cool as I may think that is).

I.A. 2/24/21
A.B. 2/9/21
B.B 12/6/20
F.C. 8/20/21
T.F 8/16/21
A.F. 4/30/21
S.H. 1/30/21
S.J. 5/25/21
A.S 1/22/21
H.P. 12/30/20
E.R. 9/9/21
A.R. 5/18/21
E.S. 12/4/20
W.V. 11/10/20
C.W. 5/21/21
V.W. 12/28/20