

# NORTH DAKOTA STANDARD LEASE AGREEMENT

Pursuant with Chapter 47-16 (Leasing of Property)

THIS RENTAL AGREEMENT executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ hereinafter called LANDLORD and \_\_\_\_\_ hereinafter called LESSEE.

**OFFER TO RENT:** LANDLORD hereby rents to LESSEE, subject to the following terms and conditions of this Agreement, the premises at the following address \_\_\_\_\_, City of \_\_\_\_\_, North Dakota to be occupied as a residence and for no other purpose for a term of \_\_\_\_\_ beginning \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_.

**RENT:** LESSEE shall pay to LANDLORD the total for rent for the lease term shall be \$\_\_\_\_\_ payable in equal monthly installments of \$\_\_\_\_\_. Rent will be collected through the following instructions by the LANDLORD \_\_\_\_\_.

**RENT PRORATION:** Should LESSEE move into the property before the end of the month, the rent will be prorated on a daily basis starting on \_\_\_\_\_, 20\_\_ and payable by \_\_\_\_\_, 20\_\_.

**DEPOSIT:** Upon execution of this Rental Agreement, LESSEE deposits with LANDLORD a security deposit for the faithful performance by LESSEE of the terms and conditions of this Agreement. This deposit is to be returned to LESSEE, less any damage charges, without interest, on the full and faithful performance by LESSEE of the provisions of this Agreement, and in no way shall be applied by LESSEE against any rentals due. SECURITY DEPOSIT in the amount of \$\_\_\_\_\_ shall be paid upon signing of this lease.

**POSSESSION:** LESSEE has examined and knows the condition of the property and by taking possession acknowledges that they have received the same in good order and condition except as herein otherwise stated. Failure to deliver possession of the premises at the time herein agreed shall not subject LANDLORD to liability for damages.

**ASSIGNMENT, SUBLETTING, ABANDONMENT:** LESSEE shall not assign this Lease nor sub-let the premises or any part thereof, without the prior written consent of LANDLORD. The consent by LANDLORD to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. If LESSEE vacates or abandons the property, LANDLORD shall immediately have the right to terminate this Agreement.

**RIGHT OF ENTRY:** LANDLORD shall have the right to enter the rental unit during normal working hours in order to inspect the premises, make necessary



repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. LANDLORD may exhibit the rental unit to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**UTILITIES:** LANDLORD agrees to pay for the following utilities and services:

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All other utilities and services shall be the responsibility of the TENANT.

**MAINTENANCE, REPAIRS OR ALTERATIONS:** LESSEE shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. LESSEE may not make any alterations to the leased premises without the consent in writing of LANDLORD. LANDLORD shall be responsible for repairs to the interior and exterior of the building. If the property includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, LANDLORD makes no warranty as to the repair or replacement of units if one or all shall fail to operate. LANDLORD will place fresh batteries in all battery-operated smoke detectors when LESSEE moves into the premises. After the initial placement of the fresh batteries it is the responsibility of LESSEE to replace batteries when needed. A monthly "cursory" inspection is required for all fire extinguishers to make sure they are fully charged.

**LAWN CARE:** (Check One)

- LANDLORD agrees to maintain the grounds in a reasonable and prudent manner. This responsibility includes pruning of all hedges, shrubs and small trees, weeding of flower-beds, mowing, and watering of grass during periods of drought.

- LESSEE agrees to maintain the grounds in a reasonable and prudent manner. This responsibility includes pruning of all hedges, shrubs and small trees, weeding of flower-beds, mowing, and watering of grass during periods of drought.

**PETS:** LESSEE shall keep no domestic or other animals in or about the property or on the premises without the written consent of LANDLORD, subject to any additional fees, which shall be attached to this Agreement. LESSEE is responsible for all damage that any animal causes, regardless of ownership of said animal and agrees to restore the property to its original condition at LESSEE's expense.



**NOISE/WASTE:** LESSEE agrees that he will not commit waste on the premises or maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. LESSEE further agrees to abide by any and all City noise ordinances.

**COMPLIANCE WITH LAW:** LESSEE agrees that during the term of the lease, that they shall promptly comply with any present and future laws, ordinances, orders, rules, regulation, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against LESSEE, LANDLORD or both.

**WAIVER:** A Waiver by LANDLORD of a breach of any covenant or duty of LESSEE, under the Agreement is not a waiver of a breach of any other covenant or duty of LESSEE, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment agreement and executed by LESSEE and LANDLORD.

**FURNISHED UNIT:** If said property is furnished, an inventory shall be attached hereto and made a part hereof, and signed by LESSEE. LESSEE agrees not to furnish any unit with a waterbed.

**INDEMNIFICATION:** LANDLORD shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, and LESSEE agrees to hold LANDLORD harmless from any claims or damages unless caused solely by LANDLORD'S negligence. It is recommended that renter insurance be purchased at LESSEE's expense.

**COVENANTS:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of the Agreement.

**OCCUPANTS:** This unit is to be occupied as a strictly private dwelling by no more that \_\_\_\_\_ persons and no others, except by prior written approval by LANDLORD.

**LANDLORD - TENANT:** According to §47-16-07.2 the LANDLORD and LESSEE must go through the property and enter the current condition of the premises.

**NOTICES:** Any notice which either party may or is required to give, may be given to the following addresses:

To LANDLORD \_\_\_\_\_

To LESSEE \_\_\_\_\_

**ENTIRE AGREEMENT:** The terms and conditions of the Agreement are the entire agreement and understanding of the parties. LESSEE acknowledges that he has read this Agreement and understands its provisions and agrees to occupy said premises under the terms of the Agreement.

In witness, the parties have executed this agreement on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**LANDLORD'S SIGNATURE**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
**TENANT'S SIGNATURE**

\_\_\_\_\_  
PRINT NAME

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**TENANT'S SIGNATURE**

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PRINT NAME

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**TENANT'S SIGNATURE**

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PRINT NAME

