

LEASE-RENTAL AGREEMENT

THIS LEASE-RENTAL AGREEMENT ("the Lease") is entered into between

_____ as tenant(s)

("Tenant") and Jeff Petry as landlord ("Landlord").

Application to Enter into Lease: Tenant shall submit an application ("the Application") to Landlord prior to signing the Lease. If Landlord finds the Application acceptable upon review, Tenant and Landlord shall execute the Lease. Tenant represents and warrants to Landlord that all the facts stated in the Application are true to the best of Tenant's knowledge.

See attached Application.

No Application is attached.

Lease: Landlord shall lease the certain real property located in the City of Williston, County of Williams, State of North Dakota, with a physical address of _____ ("the Premises") to Tenant, and Tenant shall rent the Premises from Landlord.

Premises: The Premises includes the following amenities for _____ occupants.

Apartment

<input type="checkbox"/> One Bedroom	<input type="checkbox"/> One Bathroom
<input type="checkbox"/> Two Bedroom	<input type="checkbox"/> Two Bathroom
<input type="checkbox"/> Three Bedroom	

House

<input type="checkbox"/> One Bedroom	<input type="checkbox"/> One Bathroom
<input type="checkbox"/> Two Bedroom	<input type="checkbox"/> Two Bathroom
<input type="checkbox"/> Three Bedroom	<input type="checkbox"/> Three Bathroom
<input type="checkbox"/> Four Bedroom	

Rent Amount and Payment of Rent: The monthly rent for the Premises during the Term is \$_____. (“the Rent”).

☐ See attached Rent Addendum.

☐ No addendum is attached.

Tenant shall pay the Rent each month, without demand by Landlord, no later than the first day of each calendar month by cash, money transfer, company check, cashier’s check, money order, or certified check and mailed to **P.O. Box 4759, Williston, North Dakota 58802-4759**. The Rent is deemed paid on the first day of each calendar month if (1) it is postmarked on or before the first day of each calendar month and (2) it is actually received by Landlord. Landlord may change the address for receipt of the Rent by providing Notice to Tenant at least fifteen days prior to the address change becoming effective.

Late Fee and NSF Check Fee: If the Rent is not paid by the second day of each calendar month, Tenant shall pay a late fee of \$150.00 per day until the same is paid. The late fee should not be construed as a grace period, and Landlord may make written demand for payment of Rent on the second day of the calendar month. If the check for Rent is dishonored, Tenant shall pay a fee of \$10.00 for said check.

Security Deposit: Tenant shall pay a security deposit for the Premises in the amount of \$_____. (“the Security Deposit”) for Tenant’s faithful performance of Tenant’s obligations under the Lease. If Tenant fails to pay Rent or other charges due under the Lease, or otherwise breaches any provision of the Lease, Landlord may use, apply, or retain all or any part of the Security Deposit to cure the Default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant’s original Default. If any part of the Security Deposit is so used or applied by Landlord, Tenant shall, upon demand by Landlord, deposit an amount sufficient to restore the Security Deposit to its original amount. Tenant’s failure to do so is a material breach of the Lease.

Landlord shall maintain the Security Deposit separate and apart from Landlord’s general funds, but Landlord may commingle the Security Deposit with security deposits received from other tenants. Landlord shall collect a reasonable interest rate on the Security Deposit. Tenant shall not have the right to apply the Security Deposit to payment of the last month’s Rent. If Tenant fully and faithfully performs all of its obligations under the Lease, Landlord shall return to Tenant the Security Deposit, or balance thereof, accompanied by a statement showing charges made against the same by Landlord no later than thirty days after delivery of possession of the Premises to Landlord by Tenant, provided that Landlord may retain the Security Deposit until such time as any amount due by Tenant has been paid to Landlord.

Prepaid Rent and Security Deposit: At the time of executing the Lease, Tenant shall deposit with Landlord the sum of \$_____, which is allocated as follows:

Rent for the first month of the Term \$_____.

Security Deposit \$_____.

See attached Receipt of Prepaid Rent and Security Deposit.

Term: The term of the Lease begins on the _____ day of _____, 20____ and ends on the _____ day of _____, 20____ (“the Term”).

Renewal: The Lease will automatically renew for the same time period as the Term at the end of the Term, unless

- a. Landlord, at least thirty days before the end of the Term, provides Notice to Tenant that Landlord does not wish to renew the Lease, or
- b. Tenant, at least thirty days before the end of the Term, provides Notice to Landlord that Tenant does not wish to renew the Lease.

If the Lease is renewed after the Term, Landlord may increase the Rent for such renewed term by providing Notice to Tenant at least thirty days before the end of the Term.

Use of Premises as Residence: Tenant shall only use the Premises as a residence, unless Landlord provides written consent otherwise.

Occupancy: The Premises are to be occupied by no more than _____ persons for purposes of residence only, and no other occupants are permitted stay at the Premises without the written consent of Landlord. This provision should not be applied or construed to discriminate based on familial status. If a person stays with Tenant for at least eight days in one month, said person is considered a tenant, and Tenant shall cause said person to execute a lease with Landlord and to sign the Rules and Regulations as failure to do so will be a basis for termination of the Lease.

Delivery of the Premises: If Landlord is unable to deliver possession of the Premises at the commencement of the Term, Landlord shall not be liable for any damage caused to Tenant thereby, nor shall the Lease be void or voidable. Tenant shall not be liable for Rent until possession of the Premises is delivered. Tenant may terminate the Lease if possession of the Premises is not delivered the day prior to commencement of the Term, and Landlord shall immediately refund Tenant’s prepaid Rent and Security Deposit.

Compliance with Laws: Tenant shall comply with all presently and future enacted statutes, ordinances, regulations, and requirements of the federal, state, and municipal governments, courts, departments, commissions, boards, and officers as the same apply to the use, occupancy, safety and enjoyment of the Premises as determined by Landlord.

Compliance with Rules and Regulations: Tenant shall comply with all of the covenants contained in the Rules and Regulations of Landlord, **attached hereto** (“the Rules and Regulations”) including any additions, amendments, or deletions that Landlord may make from time to time to the Rules and Regulations. Tenant shall be responsible for any guests or third parties that break the Rules and Regulations.

Pets: Tenant shall not keep or harbor any pets on the Premises without the written consent of the Landlord.

☐ See attached Pet Addendum.

☐ No addendum is attached.

Current Condition of the Premises: Landlord delivers the Premises in good order and repair, unless otherwise indicated on the **attached Premises Condition Addendum**, and in compliance with all applicable building and fire codes and regulations to which the Premises are subject. Landlord does not make any promises concerning the physical condition of the Premises. Tenant shall object by Notice to Landlord within seven (7) days of receipt of the Premises Condition Addendum to the condition as provided therein, otherwise, Tenant is responsible for the Premises as provided on the Premises Condition Addendum.

Alterations: Tenant shall not make any alterations, additions, or improvements including, but not limited to paint, wallpaper, or redecorating, in or to the Premises in violation of the Lease and Rules and Regulations.

Waste and Nuisance: Tenant shall not commit nor permit any waste upon the Premises and shall not destroy or remove, any of the buildings, fences, or other fixtures and improvements on the Premises now existing or erected during the Term. Tenant shall not commit or permit any nuisance or act that may obstruct or interfere with the rights of other tenants or disturb the quiet enjoyment of the Premises by any tenant, including, but not limited to, acting in a loud, boisterous, unruly or thoughtless manner.

Keys and Locks: Tenant acknowledges receipt of one set of keys to all locks on the Premises that Tenant shall return to Landlord upon vacating the Premises. Tenant shall not change the existing locks without the prior, express and written consent of Landlord. Tenant shall not install locks on doors that do not have existing locks without prior, express and written consent of Landlord. Landlord may install a deadbolt for a \$100 charge to Tenant per deadbolt installed. If Tenant installs a deadbolt, Landlord shall charge Tenant \$200 per deadbolt to replace with a properly keyed deadbolt from the Security Deposit.

Inspection and Entry by Landlord: Tenant shall permit Landlord and Landlord's agent or other authorized person access to and to enter the Premises at all reasonable and necessary times to inspect the Premises for any purpose connected with the repair, improvement, care, and management of the Premises or for any other purpose reasonably connected with Landlord's interest in the Premises, including showing the Premises to prospective tenants, purchasers, or mortgagees. Landlord shall at all times have and retain keys to the Premises. Landlord shall first notify Tenant, unless impracticable, for Tenant's consent, which cannot be unreasonably withheld. Any entry to the Premises by Landlord will not be construed or deemed to be a forcible or unlawful entry onto the Premises.

Maintenance: During the Term, Tenant shall maintain the Premises, at Tenant's own expense, in a clean and sanitary manner, including, but not limited to, all equipment, appliances, furniture and furnishings therein. Upon termination of the Lease, Tenant shall surrender the Premises in as good condition as received, normal wear and tear excepted.

Garages and Parking Lots: Tenant shall not park on the street or cause guests of Tenant to park on the street. For each parking spot that Tenant is entitled to in the parking lot, Tenant shall receive a parking tag from the Landlord and shall hang the parking tag from the rear view mirror of the vehicle of Tenant.

Tenant is renting a unit on the third or fourth floor, therefore, Tenant shall use one (1) parking spot in the garage (Garage No. _____) and one (1) parking spot in the parking lot.

Tenant is renting a unit on the first or second floor, therefore, Tenant shall use two (2) parking spots in the parking lot.

If a vehicle does not have a parking tag, it will be deemed an unauthorized vehicle. **Any unauthorized vehicles are subject to being towed at the expense of the owner of said vehicle.** Landlord shall not be responsible for stolen or damaged items stored in the garage on the Premises. Tenant shall keep the garage doors closed at all times. Tenant shall be responsible for any lost or broken garage door remotes. Tenant shall not keep unlicensed or inoperable cars, trucks, or other vehicles in the parking lot as Landlord will cause said vehicles to be towed after seven days at the vehicle owner's expense. Tenant shall not complete maintenance or repairs on vehicles in the garage, driveway, or parking lots, including, but not limited to, oil changes. Tenant may only park Tenant's cars and trucks in the parking lot as no boats, motor homes, or recreational vehicles are allowed. Tenant shall not use barbecue grills of any kind in the garage.

Utilities: Tenant shall pay for

electric,
sewer
snow removal
gas

water
trash and garbage removal
cable and phone, if desired
other: _____

Insurance: Landlord shall not be responsible for any of Tenant's personal property or Tenant's inconvenience due to fire or other catastrophe. Tenant may obtain renter's insurance.

Assignment and Subletting: Tenant shall not sell or assign the Lease. Tenant shall not sublet the Premises or any portion thereof without the prior written consent of Landlord.

☐ See attached Subletting Addendum. ☐ No Addendum is attached.

Indemnification and Waiver: Tenant shall indemnify and hold harmless Landlord and Landlord's agents and employees against any and all claims, demands, costs, and expenses of every kind and nature, including reasonable attorneys' fees for the defense thereof, arising from Tenant's occupancy of the Premises or from any breach or default by Tenant in the performance of any agreement of Tenant or from any act or neglect of Tenant on or about the Premises, except for injury or damages for which Landlord is legally responsible. To the extent permitted by law, Tenant releases and waives all claims against Landlord and Landlord's agents and employees for injury or damage to Tenant, the occupants, or any other person, or to any personal property, occurring on the Premises, or any part thereof or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Landlord or Landlord's agents or employees.

Tenant's Default: Notwithstanding the foregoing, the following events also constitute a material breach of the Lease and default under the Lease ("Default") by Tenant:

- a. Vacation or abandonment of the Premises by Tenant, which includes, but is not limited to, any absence of Tenant from the Premises without notifying Landlord for ten (10) business days or longer.
- b. Failure by Tenant to pay Rent or any other payment due under the Lease when due.
- c. Failure by Tenant to observe or perform any of the covenants, conditions, or provisions of the Lease, where the failure continues for a period of three (3) business days after Notice from Landlord or such additional period of time as is reasonably necessary to cure the failure, provided that Tenant diligently attempts to cure said Default.
- d. False representations and warranties made by Tenant in the Application that are discovered to be false at any time by Landlord.

Non-Waiver: The failure of Landlord to enforce any term or provision of the Lease or to pursue Tenant's Default shall not be deemed a waiver, nor shall any acceptance of a partial payment of Rent be deemed a waiver of Landlord's right to the full amount of Rent.

Landlord's Remedies: In the event of any Default by Tenant, in addition to any other remedy,

- a. Landlord may elect to continue the Lease in effect and enforce all Landlord's rights and remedies under the Lease, including the right to collect Rent;
- b. Landlord may, at any time, terminate the Lease and all of Tenant's rights under the Lease and recover damages from Tenant, including that Landlord may recover any unpaid Rent due and owing at the time of termination, any unpaid Rent that Landlord would have earned from the date of termination until the time of award, and any unpaid Rent due to Landlord for the balance of the Term, less any amounts that Tenant proves Landlord could have reasonably avoided;
- c. Landlord may, adhering to applicable legal processes, reenter the Premises and remove all persons and personal property from the Premises. Personal property with a total estimated value of not more than \$1,500.00 left at the Premises thirty days after Tenant has vacated may be retained by Landlord and disposed without legal process. Landlord may take the proceeds from sale of the personal property and may recover from the Security Deposit, any storage and moving expenses in excess of the proceeds from the sale of the personal property. If Landlord removes personal property from the Premises after receiving a judgment eviction and a special execution has been served, Landlord has a lien on the personal property for the reasonable amount of any storage and moving expenses and may retain possession of the personal property until paid.

Notice: Any notice under the Lease shall be given in writing and is only deemed effective upon first attempted delivery to the receiving party, with delivery being allowed in person, by a reputable overnight carrier service, or by United States prepaid certified mail, return receipt requested ("Notice").

Notice to Landlord shall be addressed to:

4750 Hiawatha Drive
Rockford, Illinois 61103

And

Crowley Fleck PLLP
Attn: Garth H. Sjue
1331 9th Ave NW – 2nd Floor
P.O. Box 1206
Williston, North Dakota 58802-1206

Notice to Tenant shall be addressed to

☐

the address of the Premises

☐

the address on the last page of the Lease

Attorneys' Fees: In any legal action brought to enforce the terms of the Lease or relating to the Premises, the non-prevailing party shall pay all costs incurred in connection with such action that the court deems just and proper, including reasonable attorneys' fees and court costs.

Successors and Assigns: The Lease inures to and is binding upon any successor or assign of Landlord and to any assignee of Tenant that Landlord expressly consents to in writing.

Time: Time is of the essence of the Lease.

Parties Bound: Each of the undersigned is bound individually and severally to Landlord. In the event of breach of the Lease or Default hereunder by one of the undersigned, each remaining undersigned shall be obligated under the Lease for the covenants, conditions, and obligations herein.

Modification: The Lease may be modified only in writing signed by Landlord and Tenant.

Entire Agreement: The foregoing, the attached addenda, if any, and the Rules and Regulations constitute the entire agreement between the parties and supersede all prior written and oral agreements.

[The remainder of this page is intentionally left blank.]

[Signature Page of the Lease]

DATED this _____ day of _____, 20_____.

LANDLORD: _____

TENANT(S)

By: _____

Signature

Its: _____

Printed Name

Address (if not at Premises)

Signature

Printed Name

Address (if not at Premises)

Signature

Printed Name

Address (if not at Premises)

Signature

Printed Name

Address (if not at Premises)