

**NORTH DAKOTA RESIDENTIAL LEASE AGREEMENT**

This Residential Lease Agreement (hereinafter "Lease") is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Lessor: \_\_\_\_\_, (hereinafter referred to as "Landlord"), and the Lessee(s): \_\_\_\_\_.

\_\_\_\_\_. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

**1. GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in \_\_\_\_\_ County, North Dakota, with \_\_\_\_\_ address \_\_\_\_\_ of:

\_\_\_\_\_

\_\_\_\_\_, including the following items of personal property:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**2. NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**3. TERM OF LEASE:** This Lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and extend until its expiration on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless renewed or extended pursuant to the terms herein.

**4. SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall deposit the sum of \$\_\_\_\_\_ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with North Dakota Code § 47-16-07.1 et seq.:

1. The Landlord of real property or a dwelling that requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or passbook account established solely for security deposits. The security deposit and any interest accruing on the deposit must be paid to the Tenant upon termination of a lease, subject to the conditions of paragraph 2, below.

Landlord shall provide the Tenant with a statement describing the condition of the facilities in and about the premises to be rented at the time of entering a Lease agreement. The statement shall be agreed to and signed by the Landlord and Tenant. The

statement shall constitute prima facie proof of the condition of the facilities and the premises at the beginning of the Lease agreement.

2. Landlord may apply security deposit money and accrued interest upon termination of a lease towards:

- a. Any damages the Landlord has suffered by reason of deteriorations or injuries to the real property or dwelling through the negligence of the Tenant or the Tenant's guest.
- b. Any unpaid rent.
- c. The costs of cleaning or other repairs which were the responsibility of the Tenant, and which are necessary to return the dwelling unit to its original state when the Tenant took possession, reasonable wear and tear excepted.

Application of any portion of a security deposit not paid to the Tenant upon termination of the lease must be itemized by the Landlord. Such itemization together with the amount due must be delivered or mailed to the Tenant at the last address furnished Landlord, along with a written notice within thirty days after termination of the lease and delivery of possession by the Tenant. The notice must contain a statement of any amount still due the Landlord or the refund due the Tenant. A Landlord is not required to pay interest on security deposits if the period of occupancy was less than nine months in duration.

**5. RENT PAYMENTS:** Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$ \_\_\_\_\_, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of \_\_\_\_\_, 20 \_\_\_\_.

Tenant agrees that if rent is not paid in full on or before the \_\_\_\_ day of the month, Tenant will pay a late charge of \$ \_\_\_\_\_ as allowed by applicable North Dakota law.

The prorated rent from the commencement of this Lease to the first day of the following month is \$ \_\_\_\_\_, which amount shall be paid at the execution of this Lease.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):  
[ ] cash, [ ] personal check, [ ] money order, [ ] cashier's check, [ ] other \_\_\_\_\_.

Rent payments shall be made payable to \_\_\_\_\_ and mailed or delivered to the following address: \_\_\_\_\_. All notices from Tenant to Landlord under this Lease and applicable North Dakota law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

**6. CONSEQUENCES OF BREACH BY TENANT:** If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following: