

Lease Agreement

In consideration of the agreements of the Tenant(s), known as:

FM City Development LLC the Owner, hereby rents them the dwelling located at 1414 12th Ave N, Unit # _____ Fargo ND, 58102 for the period commencing on the **1st day of June, 2017**, and monthly thereafter until **May 31st, 2018** at which time this agreement is terminated. Tenant(s), in consideration of Owner's permitting them to occupy the above premises, hereby agree(s) to the following terms:

The sum of **\$ 1,150** evidenced by check/cash, as a deposit receipt, which upon acceptance of this rental agreement, the Owner/Agent of said premises hereinafter referred to as Owner, shall apply said deposit as follows: Deposit will remain with the owner until tenant checks out at the end of the lease. If tenant requests early termination, the remaining balance due for the remainder of the lease will be due and payable immediately. If Owner requests termination, Tenant agrees to cooperate with Owner in the showing of the premises for sale or re-rental and agrees to make premises accessible and in "show condition" once notice to vacate is given. If the Owner sells the building this lease will terminate and tenant will be responsible to set-up new lease with the new owner.

2. **RENT** shall be \$ _____ per month, payable in advance, upon the _1st_ day of each calendar month to Owner or his authorized agent, at the following address: 1414 12th Ave North Suite E, Fargo, ND 58102 or at such other places Owner may designate. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when the Tenant signs this lease. Tenant may be required to pay other charges to Owner under the terms of this lease. They are to be called "additional rent." Added rent charges can result when Owner or his agent must pay for any expenses which are the tenant's responsibilities under the terms of the lease. Late charges, attorney's fees and any expenses related to the enforcement of this lease shall be classified as "additional rent." This additional rent is payable as rent, together with the next monthly rent due. If tenant fails to pay additional rent on time, Owner shall have the same rights against tenant as if it were a failure to pay rent. Lease violation penalty fees shall be classified as additional rent. The whole amount of rent is due and payable when this lease is effective. Payment of rent in installments is for tenant's convenience only. If tenant defaults, Owner may give notice to tenant that rent may no longer be paid in installments, and the entire rent for the remaining part of the term will be due and payable. The last day of the lease shall be three (3) days prior to the end of the last month. **An additional Fee of \$75 will be added to the rent if the apartment unit has 4 people.**

3. **LATE FEES** In the event rent is not received by the 5 day after due date, Tenant agrees to pay a late charge of \$25.00. Additional late charges of \$10.00 per day will be incurred for each day rent is late beyond the 6th day of the month. Tenant agrees to further pay \$25.00 for each dishonored bank check. After the tenth day that rent has not been paid, further legal action will be taken at Tenant's expense. Tenant acknowledges that untimely payments may adversely affect credit rating. Unpaid late charges and/or attorney's fees shall be classified as "additional rent." Additional rent that remains unpaid after 15 days from the date incurred shall constitute a breach of this lease. Tenant also understands that late fees shall be applicable if a dishonored bank check, bank error and/or out of state/non-local check prevents Owner from receiving rent money on time.

4. **USE** The premises shall be used as a residence by the undersigned tenants with no more than 4 occupants per unit, and for no other purpose, without written consent of the Owner. Occupancy by guests staying over _7_ days will be a violation of this provision. In the event any other people occupy and live in this rental, in any capacity, without Owner's written consent, it will constitute a breach of this lease, and the Owner at his sole option may terminate this lease.

5. **UTILITIES** Owner pays water, sewer, garbage, snow removal, lawn care and tenant pays for electric bill. Tenants need to set up service with Xcel Energy 1-800-895-4999.

6. **HOUSE RULES** Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas. Bison Block Apartments does not allow parties. If tenant has more than 3 guests and is making noise that disturbs the enjoyment of other fellow tenants the Landlord has the right to evicted tenant.

7. **MAINTENANCE, REPAIRS OR ALTERATIONS** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination

hereof, in as good condition as received, normal wear and tear excepted. Once notice is given to vacate, Tenant agrees to keep the premises in "show condition". "Show condition" means as clean, orderly and undamaged as when received. Upon vacating, Tenant shall deliver premises vacant and clean. In the event the premises are returned in condition poor enough to prevent Owner from re-renting to a qualified new tenant, Tenant shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was at the commencement of this lease. Tenant shall be responsible for damages caused by his negligence and that of his/her family, invitees or guests. If damage occurs to common areas which include all hallways and stairwells, damages will be divided and assessed to all units in the building. > PAINT Tenant shall not paint, wall paper or otherwise redecorate without the prior written consent of the Owner. All paints, materials and work plans must be approved in writing by Owner or his authorized agent. > WINDOWS Tenant is responsible for the cleaning and maintenance of the windows on the premises. If any window(s) or screen(s) become damaged or broken as a result or during the term of this tenancy, the Tenant will be responsible for repair(s). ADDITIONAL ITEMS: Light bulbs shall have wattage of no higher than 60 watts. Should Tenant attach any fixtures, blinds or any other objects to the real property by nails, screws or glue, it is agreed that these objects will remain with the premises and be may be subject to cost of removal at Owner's discretion. Tenant shall not install or authorize installation of any wiring on the premises which requires the drilling of holes into the dwelling, without Owner's written consent. In the event a requested serviceman is unable to gain access to premises for agreed repairs, Tenant shall be responsible for a service charge of \$50.00 payable as "added rent". Tenant is responsible for minor repairs such as light switches, replacing light bulbs, doorknobs, broken windows, leaking faucets, minor toilet problems, etc. Repairs resulting less than \$ 50.00 shall be deemed minor repairs. Should Tenant neglect maintenance responsibilities, Owner or agent may assume them on Tenant's behalf and any expenses incurred by Owner in connection therewith shall be additional rent, payable to Owner on demand.

8. **ORDINANCES & STATUTES** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the premises.

9. **SPACE "AS IS"** Tenant has inspected the premises. Tenant states that they are in good order and repair and takes premises "as is".

10. **ASSIGNMENT AND SUBLETTING** Tenant shall not assign this agreement or sublet any portion of the premises without owner's permission.

11. **PETS** Absolutely no pets.

12. **PESTS** Tenant agrees to be responsible for the extermination of any insect or wildlife pest infestation during or as a result of the tenant's occupancy. Tenant shall be responsible to immediately remedy any such infestations as soon as any pest problem is observed.

13. **APPLIANCES** The dwelling may contain various appliances, such as stoves, microwave ovens, refrigerators, dishwashers, laundry machines, garbage disposals, and air conditioners. These appliances are not included in the rent, but the use of them may be allowed for the tenant's convenience only. If Tenant wishes to use these appliances, Tenant shall assume responsibility for care, repairs and maintenance. If appliances are equipped with manuals and/or warrantee papers, Tenant shall not lose or discard these documents, and will be responsible for their return. The appliances provided in the dwelling by the Owner are as follows: Refrigerator, Stove, Oven, garbage disposal, Washer, Dryer, and Dishwasher. Tenant also agrees to turn off water supply to washing machine when it is not in use.

14. **PLUMBING STOPPAGES** Tenant is responsible for all plumbing stoppages. Tenant is responsible for the cleanup of waste spills as a result of any plumbing stoppages. Mainline Sewer stoppages caused by tenant's sanitary napkins, tampons, or any other object will be repaired by tenant.

15. **HEATING AND COOLING SYSTEMS** It is the responsibility of the tenant to obtain and maintain a mandatory service contract with an energy company which is approved by Owner or his authorized agent _____Xcel Energy_____, with regard to the heating system. This service contract must provide for full system coverage. Any damage caused or repairs needed as a result of the heating system will be the responsibility of the Tenant / Fuel Company. Tenant agrees to provide Owner with a copy of said service contract within seven (7) days from the commencement of this lease. In the event that service contract already exists in Owner's name, Tenant agrees to assume said service contract and pay all fuel and applicable deposits and charges to keep said contract in force.

16. **RIGHT OF ENTRY FOR PERIODIC INSPECTION** The Owner or his agent may enter the premises with prior consent of the tenant, or with 5 hours written notice to any tenant on the premises to be entered. The Owner may enter during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. The Owner shall be deemed to have given 4 hours written notice by posting a notice in a noticeable place stating such intent to enter, at least 4 hours before the intended entry, or in the event notice to vacate has been given by the tenant, the Owner shall have tenant's authorization to show the premises at any and all reasonable times, regardless of whether the tenant is present or not. However, in the event of an emergency constituting a danger to life, health or property, the Owner or his agent may enter the property at any given time without the consent of or notice to the tenant. The Owner shall have the right to enter the property at any given time upon the request for repairs.

17. **INDEMNIFICATION** Owner shall not be liable for any damage or injury to the tenant or any other person or to any property, occurring on the premises or any part thereof or in common areas thereof, unless such damage or injury is the proximate result of the negligence of the Owner, his agents or employees. Tenant agrees to hold Owner harmless from any claims from damages, no matter how caused.

18. **POSSESSION** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 60 days of the commencement of the term hereof. In the event this agreement is terminated by the tenant and/or the owner, any monies or realty commissions paid by tenant and/or owner shall be deemed damages against the party in default, not the real estate broker.

19. **SECURITY** The security deposit set forth, shall secure the performance of the tenant's obligations herein. Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations herein, including, but not limited to, if Tenant is in default of this lease, attorney's fees, unpaid rent, any other outstanding charges. Any balance remaining upon termination shall be returned to the tenant. Tenant shall not have the right to apply Security Deposit in payment of any rent.

20. **DEPOSIT REFUNDS** The remaining balance of all deposit refunds shall be refunded within 60 days from the date possession is delivered to Owner or his authorized agent together with a statement showing any changes made against such deposit by owner. Tenant agrees to provide Owner/Agent with the address of his new residence and include it in the Notice of Intention to vacate form. Tenant also agrees that endorsement of a security refund settlement check shall constitute full acceptance of settlement, agreement and waiver of any claims against owner/agent.

21. **WAIVER** No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Owner's right to the full amount thereof. This lease supersedes any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance programs.

22. **DEFAULT** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in a manner required by law, the Owner, at his option, may terminate all rights of the tenant herein, unless Tenant within said time shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. If the lease is canceled or rent or added rent is not paid on time, or Tenant vacates the premises, Owner may in addition to other remedies take any of the following steps: Enter the premises and remove the tenant and any person or property; Use dispossession, eviction or other lawsuit method to take back the premises. If the lease is ended or Owner takes back the premises, rent and added rent for the unexpired term becomes due and payable. Owner may re-rent the premises and anything in it for any term. Owner may re-rent for a lower rent and give allowance to the new tenant. Tenant shall be responsible for Owner's cost of re-renting. Owner's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money the tenant owes. In a proceeding to get possession of the premises, Tenant agrees to make no motions to the court concerning issues such as habitability or delaying the legal process with requests for additional time. Tenant waives all rights to return to the premises after possession

is returned to Owner by a court. Tenant agrees to waive rights to trial by a jury in any matter which comes up between the parties under or because of this lease. Tenant shall not have the right to make a counterclaim or set off.

23. **DAILY RENTAL:** This lease provides for rent to be paid monthly, but in the event of a default on the tenant's part in paying the rent, Tenant agrees to have any arrears up to date by the tenth (10th) day from failure to cure default or Tenant will vacate the premises immediately or be subject to arrest for theft of services and/or trespassing.

24. **ATTORNEY'S FEES** In any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Owner or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Tenant acknowledges all attorneys' fees shall be classified and billed to tenant as "added rent."

25. **NOTICES** Any notice which either party may or is required to give, may be given by mailing the same, by certified mail, to Tenant at the premises, or to Owner at the address shown below or at such other places as may be designated by the parties from time to time. This includes notification or requests for repairs. Tenant is required to notify Owner in writing of Intention to Vacate at least 60 days before the expiration of this lease. Tenant agrees to follow instructions provided in the Intention to vacate form. Tenant agrees to immediately notify Owner or Agent in writing of any dangerous or hazardous conditions existing on the premises.

26. **HOLDING OVER** Any holding over after expiration hereof, with the consent of the Owner, shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable. The terms and conditions of this lease will continue to apply.

27. **TIME** is of the essence of this agreement.

28. **INSURANCE** Tenant is responsible for their "Renter Insurance" coverage on premises. Landlord does not cover any personal property in the building.

29. **SUCCESSORS** This lease is binding on all parties who lawfully succeed to the rights or take the place of the Owner or Tenant.

30. **TENANCY & SERVICE OF PROCESS** Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.

31. **SATELLITE DISHES:** There will be no satellite dishes on the building. Satellite provider is with Satellite Solutions.

32. **LOCKOUTS** Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call a professional locksmith or the Owner to let them in, and will be responsible for damages if any. Tenant shall be responsible for the cost of the locksmith and also to provide the Owner with new keys if the locks are changed. If Owner is called upon to let Tenants in, there will be a \$50 charge.

33. **CLEANING FEE** The tenant agrees to pay a re-occupation fee of \$250.00. This fee represents the usual cost of preparation for re-occupancy which includes steam cleaning and having the rooms professionally cleaned.

34. **BANKRUPTCY** If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Owner may give Tenant 30 days written notice of the cancellation of the term of this lease. If any of the above is not fully dismissed within the 30 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

35. **WITHHOLDING RENT** Under no circumstances may any rent be withheld in full or in part, regardless of any expenses incurred by Tenant, regardless of the financial status of the premises, or the legality of the premises. Rent must be paid to Owner or Owner's agent only. Non-payment or payment to any other party is a violation of this Lease Agreement and cause for immediate eviction.

36. **SMOKE DETECTOR(S), FIRE EXTINGUISHER** Tenant(s) acknowledge that the dwelling is equipped with smoke detector(s) and fire extinguisher(s). Tenant(s) agree to test the smoke detector(s) on a regular basis (2-3 times per year), and to report any

problem with them immediately to owner in writing. Tenant agrees to replace the battery for the smoke detector as necessary with a new alkaline battery.

37. **VEHICLES** Tenants agree to keep no more than 1 vehicle at the premises. Vehicles must be both operable and currently registered. Tenants agree to park vehicles in designated areas only and keep area free of oil drippings. Tenants agree not to park boats, recreational vehicles, trailers, campers, or any type of truck on the premises without owner's written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day. Tenant is responsible for damages to the premises caused by Tenants' vehicles or those of invitees or guests. A violation of this provision will result in vehicle(s) being towed away at Tenant's expense, and may be construed as a breach of the lease agreement.

38. **NO SMOKING** Tenant acknowledges that smoking is prohibited in this rental.

39. **ILLEGALITY** If any part of this lease is not legal according to local laws, the rest of the lease will be unaffected. Illegal activity of Tenant(s), invitees or guests on premises constitutes a breach of this lease.

40. **RADON GAS DISCLOSURE** In many states, State Law requires the landlord to make the following disclosure: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a house or building in significant quantities, may present health risks to persons exposed to it over time.

41. **OPTION TO RE-NEW LEASE** Tenant has the option, providing the terms and conditions of this lease have been complied with and satisfied, to re-new this agreement for a period of twelve months, at an annual increase of to be agreed, subject to Owner's approval.

42. **BREACH OF LEASE** If rent is over seven (7) days late, Owner will construe non-payment as a breach of this lease, constituting a Tenant's 60 day Notice to Vacate. Also, in the event agreements made in this lease are broken by tenant, the security deposit will be forfeit at Owner's option. Owner may continue the lease or terminate any or all of the tenant's rights herein. In the event a written notice advising the tenant of a default or Notice of Lease Violation is issued to the tenant, the tenant shall correct the violation within five (5) days. If tenant fails to correct the item(s) in violation, he will be responsible to pay a Lease Violation Penalty Fee of \$250 per violation per month, or \$10.00 per violation per day whichever is less payable as added rent.

43. **FORM** Tenant acknowledges receiving the Move in Condition Form.

44. **ACKNOWLEDGMENT** Tenants hereby acknowledge that they have read, understand and agree to all parts of this document, and have received a copy.

Owner/Agent _____ Date _____

Tenant: _____ Date _____

SS# _____ Phone # _____ Email _____

Tenant: _____ Date _____

SS# _____ Phone# _____ Email _____

Tenant: _____ Date _____

SS# _____ Phone# _____ Email _____

Tenant: _____ Date _____

SS# _____ Phone# _____ Email _____

