

NORTH DAKOTA LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this _____ day of _____, 20____, by and between:

LANDLORD: _____ ("Landlord"), with a mailing address of:

AND

TENANT(S): _____ ("Tenant").

The Landlord and Tenant (collectively the "Parties") agree as follows:

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential premises located at the following address (the "Premises"):

Street Address: _____

City: _____, State: North Dakota, Zip Code:

The Premises is described as a:

☐ Single-Family Home

☐ Apartment

☐ Condominium

☐ Duplex/Triplex

☐ Townhouse

☐ Other: _____

The Premises includes the following furnishings and appliances:

II. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** This Lease shall commence on the ____ day of _____, 20____, and end on the ____ day of _____, 20____. Upon the expiration of this term, the Tenant shall vacate the Premises unless a new agreement is signed or the Lease converts to a month-to-month tenancy.

☐ **MONTH-TO-MONTH:** This Lease shall commence on the ____ day of _____, 20____, and continue on a month-to-month basis. In accordance with North Dakota Century

Code (N.D.C.C.) Section 47-16-15, either party may terminate this tenancy by giving at least one (1) month's written notice to the other party.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$

_____ per month.

The rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash

☐ Check

☐ Money Order

☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: _____

Rent payments shall be sent to the following address (if different from Landlord's address above):

IV. LATE FEES AND RETURNED CHECKS

If rent is not received by the Landlord by the _____ day of the month, the Tenant agrees to pay a late fee of:

☐ \$ _____

☐ _____ % of the monthly rent

If a check is returned for insufficient funds (NSF), the Tenant shall pay a fee of \$ _____ (not to exceed \$40.00 pursuant to N.D.C.C. Section 6-08-16) plus any bank charges incurred by the Landlord.

V. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as a security deposit.

A. Statutory Limit: Pursuant to N.D.C.C. Section 47-16-07.1, the security deposit shall not exceed the equivalent of one (1) month's rent. However, if the Tenant has a pet, the deposit may not exceed two (2) months' rent. If the Tenant has been convicted of a felony offense as described in the statute, the deposit may not exceed three (3) months' rent.

B. Interest: In accordance with N.D.C.C. Section 47-16-07.1, if the security deposit is held for nine (9) months or longer, the Landlord shall pay interest on the deposit to the Tenant at the rate required by North Dakota law.

C. Return of Deposit: The Landlord shall return the security deposit (and any accrued interest) to the Tenant within thirty (30) days after the termination of the lease and delivery of possession of the Premises to the Landlord.

D. Deductions: The Landlord may deduct from the security deposit only those amounts reasonably necessary to:

1. Remedy Tenant's default in the payment of rent;
2. Repair damages to the Premises caused by the Tenant, exclusive of ordinary wear and tear;

and

3. Clean the Premises, if necessary, to return it to the same level of cleanliness it was in at the inception of the tenancy.

VI. MOVE-IN INSPECTION

Pursuant to N.D.C.C. Section 47-16-07.2, the Landlord shall provide the Tenant with a statement describing the condition of the Premises at the time of entering into this Agreement. The Tenant shall sign the statement to acknowledge the condition of the Premises. This statement shall be used as the basis for determining the condition of the Premises at the termination of the tenancy.

VII. UTILITIES AND SERVICES

The Parties agree that utilities and services shall be the responsibility of the following:

Electricity: ☐ Landlord ☐ Tenant

Gas/Heat: ☐ Landlord ☐ Tenant

Water/Sewer: ☐ Landlord ☐ Tenant

Trash Collection: ☐ Landlord ☐ Tenant

Cable/Internet: ☐ Landlord ☐ Tenant

Snow Removal: ☐ Landlord ☐ Tenant

Lawn Care: ☐ Landlord ☐ Tenant

VIII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant and the following individuals:

Guests may stay on the Premises for a maximum of _____ days within a six-month period. Any guest staying longer than this period requires the written consent of the Landlord.

IX. PETS

☐ **NO PETS:** No pets are allowed on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to keep the following pet(s):

If pets are allowed, the Tenant agrees to pay an additional pet deposit of \$ _____ (subject to the limits in N.D.C.C. Section 47-16-07.1).

X. MAINTENANCE AND REPAIRS

A. Landlord's Obligations: Pursuant to N.D.C.C. Section 47-16-13.1, the Landlord shall put the Premises into a condition fit for human occupation and shall repair all subsequent dilapidations thereof, except that the Tenant must repair all deteriorations or injuries thereto occasioned by the Tenant's want of ordinary care.

B. Tenant's Obligations: The Tenant shall keep the Premises in a clean and sanitary condition and shall properly use and operate all electrical, gas, and plumbing fixtures. The Tenant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises.

XI. RIGHT OF ENTRY

In accordance with N.D.C.C. Section 47-16-07.3, the Landlord may enter the Premises only with the consent of the Tenant or in the case of an emergency. The Landlord shall not abuse the right of access or use it to harass the Tenant. Except in cases of emergency or if it is impracticable to do so, the Landlord shall give the Tenant reasonable notice of the intent to enter and enter only at reasonable times.

XII. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure Form)

☐ In 1978 or later

XIII. DEFAULT AND TERMINATION

If the Tenant fails to pay rent when due or violates any other term of this Agreement, the Landlord may terminate the lease in accordance with North Dakota law.

1. **Non-Payment of Rent:** If rent is unpaid when due, the Landlord may initiate eviction proceedings after providing three (3) days' written notice to quit pursuant to N.D.C.C. Section 47-32-01.

2. **Other Violations:** For violations other than non-payment of rent, the Landlord may terminate

the tenancy as permitted by law.

XIV. ABANDONMENT

If the Tenant vacates the Premises before the end of the Lease term without notice and fails to pay rent, the Landlord may consider the Premises abandoned. The Landlord may enter the Premises and re-let it. The Tenant shall remain liable for any deficiency in rent until the Lease expires or the Premises is re-let, whichever occurs first.

XV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVI. ADDITIONAL TERMS AND CONDITIONS

The Parties agree to the following additional terms:

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing and signed by both Parties.

SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of North Dakota

County of _____

On this _____ day of _____, 20____, before me personally appeared

_____ (Landlord) and

_____ (Tenant), known to me (or proved to me on the oath

of _____ or through satisfactory evidence of identity) to be
the persons described in and who executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed.

Signature of Notary Public: _____

(Seal)

My Commission Expires: _____ day of _____, 20____