



**Bismarck Mandan Rentals, LLC**

1709 North 19<sup>th</sup> Street; Suite 3

Bismarck, ND 58501

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**Apartment Lease of** \_\_\_\_\_

The terms in this Lease are entered into \_\_\_\_ Day of \_\_\_\_\_ 20\_\_.

**Resident:** (List all persons who will occupy the Apartment)

jointly and severally **Management:** Bismarck Mandan Rentals, LLC

Street Address of Apartment: \_\_\_\_\_

Term: The term of this lease is \_\_ year(s). Starting at: \_\_\_\_\_ @ 1:00 pm

***(LEASE RENEWS AUTOMATICALLY FOR INITIAL TERM unless prior notice is given in accordance with notice period.***

***Resident agrees NO annual notice of renewal is needed and required of Management)***

Notice Period: The notice period is 45 days as to be effective on the last day of the month. (Notice must be in writing)

Monthly Apartment Rent: \$ \_\_\_\_\_ per month due by the first of the month.

Security and Damage Deposit: \$ \_\_\_\_\_

Utilities Included in Rent: Water, Garbage, Lights, Heat, None

Additional Agreements (if any):

- Carpet was Professionally Cleaned at move in. Must be Professionally Cleaned at Tenants Expense at move out.
- No Pets, No Parties, No Smoking, No Loud Music
- Pet Agreement is required for any residences that have pets. It is signed by default with this lease and subject to change without advance notification. <https://bismarckmandanrentals.com/pet-policy-agreement/>
- When moving out, checkout must be done during business hours with manager or deposit will be forfeited. <https://bismarckmandanrentals.com/move-in-move-out-procedures/>

“All persons will be treated fairly and equally without regard to race, color, religion, gender, familial status, disability, national origin, age, marital status or status with respect to public assistance in compliance with the Fair Housing Act and ND laws.”

Management (acting as agent for the owner of the premises) and Resident agree to the terms of this lease as written both above and below these signatures, and on any attachments that may be made part of this lease.

Resident #1 \_\_\_\_\_ Date Signed \_\_\_\_\_

Resident #2 \_\_\_\_\_ Date Signed \_\_\_\_\_

Management: \_\_\_\_\_ Date Signed \_\_\_\_\_



**TERMS OF THIS LEASE:**

**THIS IS A LEGALLY BINDING DOCUMENT AND YOU ARE ENCOURAGED TO SEEK LEGAL COUNSEL IF YOU DO NOT UNDERSTAND ANY OF ITS TERMS. RESIDENT(S) JOINTLY AND SEVERALLY INDICATE THEY UNDERSTAND AND AGREE TO THE TERMS.**

1. **OCCUPANCY AND USE:** No person other than those listed above as Residents may occupy the Apartment without the written approval of Management. The apartment and utilities may be used only for ordinary residential purposes. Persons not listed on the lease must not stay in the property for more than \_\_\_\_ consecutive days (if blank, two days) without Management's prior written consent and no more than two occasions in any one month.
2. **RENT:** Resident agrees to pay Management, at the place or in the method designated by Management, monthly rent in full on or before the first day of every month in advance, during the duration of this lease and any extensions or renewals of this lease. Get a receipt if paying in Cash. Acceptance of partial payments by Management shall be at Management's sole discretion and shall not constitute a waiver of any of its rights to receive payment in full or to commence as unlawful detainer action for nonpayment of rent nor shall it in any way be construed as an extension of the time to pay.
3. **RETURNED CHECK FEES AND LATE FEE:** Resident agrees to pay a collection fee of \$40.00 for each check returned because it was not paid by Resident's bank for any reason unless the landlord failed to endorse the check, in addition to a \$200 civil penalty for any rent check that does not clear the bank. Resident agrees to pay a late fee, \$10 per day or the maximum allowed by law, if the Resident fails to pay the rent by the 1<sup>st</sup> of the month unless arrangements have been made with management.
4. **ALL RESIDENTS RESPONSIBILITY FOR ALL DEBTS:** Residents are responsible for paying the Rent and any other money due to Management under this Lease or as a result of any breach of this lease and, each and every Resident is individually responsible for paying the full amount of such debts, not just a proportionate share.
5. **MANAGEMENT PROMISES:** 1) That the premises and all common areas are fit for use as a residential premises: 2) to keep the premises in reasonable repair and make necessary repairs within a reasonable time after written notice by resident except when a disrepair has been caused by the willful or negligent conduct of the Resident or his guests: 3) to maintain the premises in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the willful or negligent conduct of the Resident or his guests: and 4) to maintain the common areas in a state of repair and cleanliness.
6. **RESIDENT PROMISES:** 1) not to damage or misuse the premises or waste the utilities provided by management or allow his guests to do so: 2) not to make any alterations or additions or remove any fixture or to paint the premises without the written consent of Management; 3) to keep the Apartment clean and tidy; 4) not to conduct himself/herself in a loud, boisterous, unruly or thoughtless manner so as to disturb the rights of other residents to peace and quiet, or to allow his guests to do so; 5) to use these premises only as a private residence, and not in any way that is unlawful or dangerous or which would cause a cancellation, restriction or increase in premium in Management's insurance; 6) not to use or store on or near the premises any inflammable or explosive substance; 7) to give written notice to Management of any necessary repairs to be made; and 8) no scotch tape, contact paper or glue on walls, doors, or appliances; and 9) to pay for all extermination costs to the unit regardless of the source of the pests.
7. **PETS:** Resident may not have animals or pets of any kind on the premises.
8. **PEST EXTERMINATION:** Resident will be charged for any pest extermination treatments to their unit regardless of the source of the pests.
9. **WATERBEDS:** Resident agrees not to keep or permit waterbeds nor any other water-filled furniture on the premises unless agreed to in writing by management.
10. **ADEQUATE WINDOW CURTAINS:** or draperies are to be provided at Resident's expense within 30 days of occupancy. Adequate shall not include sheets, shower curtains, bedding, etc.
11. **STORAGE:** or any personal belongings anywhere but within the apartments or designated storage areas is prohibited.
12. **MANAGEMENT'S RIGHT TO ENTER:** Landlord has the right to enter the apartment at any time in case of emergency, or if landlord reasonably believes resident has abandoned the premises, or if landlord reasonably believes resident is in violation of any of the provisions of this contract. Additionally, Landlord may enter the apartment during reasonable hours and in a reasonable manner, for the purpose of inspecting the premises, for making necessary or agreed repairs, decorations, alterations and improvements, for supplying necessary or agreed services, or for showing or exhibiting apartment to agents of the Landlord; unless it is impractical to do so, landlord agrees to first notify and receive consent of resident, which consent shall not be unreasonably withheld by resident. Such consent shall be presumed from resident's failure to object, within a reasonable time, to access after notice of intent to enter at a time certain has been given landlord.
13. **DAMAGE OR INJURY TO RESIDENT OR HIS PROPERTY:** Management is not responsible for any damage or injury that is done to Resident or his property or to Resident's guests or their property that was not caused by a willful or negligent act of Management or failure of Management to act. Management recommends that Resident obtain Renter's Insurance to protect himself against any injuries or damage he may suffer. Resident is not to be construed as a co-insured with management under



any property insurance on the building, and Resident will not be covered by that insurance. Resident shall obtain a separate fire insurance policy on the property. **NOTE: Our insurance does not cover your possessions or liability.**

14. **ACTS OF THIRD PARTIES:** Management is not responsible for the actions, or for any damages, injury or harm caused by such actions, or third parties who are not in Management's control.
15. **NOTICE OF DANGEROUS CONDITIONS:** Resident agrees to promptly notify Management in writing of any conditions in the Apartment that are dangerous to health or safety of Resident or other residents, or which may do damage to the premises or waste utilities provided by the Management. In the event Management, without written notice by Resident, or which require general repair, becomes aware of any such condition, then upon reasonable information of the existence of said condition, it shall have authority to immediately enter upon Resident's premises to correct said condition. The Resident shall be responsible for all costs of repair and furthermore for all charges over and above the usual brought about by said condition. These charges shall include, but are not limited to excessive utility bills, damage to property, fines and charges levied by any municipality and cost of defending any code violations, tags or criminal charges including attorney's fees. Recognizing that certain charges resulting from unreported or unrepaired utility and appliance problems may be difficult to prove to exactness, the parties agree that if such a situation occurs, the liquidated damages shall be \$200.00 unless more can be proved.
16. **SUBLETTING:** Resident shall not sublet the Apartment of any part of it nor assign this lease without prior written consent of the Management. This consent must be obtained by resident for each assignment or sublease.
17. **ABANDONMENT OR SURRENDER OF THE APARTMENT BEFORE THE TERMINATION OF THIS LEASE:** Resident understands that he is responsible for paying the full rent each and every month during the Duration of this agreement and any extensions or renewals. Resident is responsible for all loss of rent or any other losses or costs caused by Resident's premature abandonment or surrender of the Apartment. No surrender of the Apartment will be considered accepted by Management without the written consent of Management. In the event of abandonment, Resident assigns all personal property located in said apartment to Management who may remove said property at any time and sell or dispose of it without notice and in the event of a sale shall first apply the proceeds to the expenses of sale and then to the payment of any damages or rent due and should there be any excess after all costs, including attorney's fees, then the balance shall be remitted to the Resident.
18. **RENTAL FEE:** If Resident terminates this lease prior to the end of the term or without proper notice, Resident shall be charged a rental fee of \$600. That rental fee represents the costs incurred by Management to mitigate its damages, such as advertising and other marketing efforts. It does not include rent, utilities or other losses incurred by Management as a result of Resident's early vacating of the unit.
19. **REIMBURSEMENT BY RESIDENT:** Resident agrees to reimburse Management promptly for any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, his agents, family or guests. Resident shall be responsible for damage from windows or doors left open. Resident agrees to pay all costs incurred by Management incidental to any abandonment of the premises or other breach of lease by Resident, such as costs incurred in attempting to re-rent Resident's apartment, including advertising and other costs. Resident agrees to pay all court costs and attorney's fees incurred by Management in enforcing any rights under this lease. These reimbursements are due when Management or its representative makes demand upon Resident. Management's failure to delay in demanding any of these reimbursements, late payment charges, returned check charges, or other sums due by Resident shall not be deemed a waiver, and Management may demand them at any time, whether before or after Resident vacates the Apartment.
20. **INDEMNITY AND HOLD HARMLESS:** Resident agrees to indemnify and hold owner and Management and all their employees harmless from any and all claims, causes of action, costs, expenses and damages of any kind or nature including the cost of defense arising out of the use of the Unit by Resident or any of Resident's guests.
21. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If Resident wishes to terminate this Lease at the end of its initial term, Resident must give Management written notice of his intent to vacate at least equal to the Notice Period indicated in the heading of this Lease, prior to the termination date. If Resident fails to give timely notice to Management, Management has the right, at its option, to extend the Duration of the Lease for a period equal to one Notice Period at the Management's then prevailing monthly rental rate. If Resident continues to occupy the Apartment after the Ending Date of the Lease with the permission of Management, and the Lease has not been renewed nor a new Lease made between Resident and Management, this Lease shall revert to a month to month Lease with all the terms and conditions of the Lease shall continue to apply.
22. **TERMINATION AND ALTERATION OF TERMS OF MONTH-TO-MONTH LEASE:** When the Lease is for a Duration of month-to-month whether by its original terms or after conversion from a Fixed Duration Lease, Management and Resident agree that the notice required for either party to terminate the Lease shall be in writing and at least equal to the Notice Period indicated in the heading of this Lease. Notice to terminate must be given so as to be effective on the last day of a month. Management may change any other the terms, including the amount of Rent, or a month-to-month Lease by giving Resident written notice at least equal to the Notice Period indicated in the heading of this Lease.
23. **VACATING:** Resident agrees to vacate the Apartment on or before the termination of date of this Lease or any renewal or extension as provided in this Lease. If resident fails to vacate on or before the required date, he shall be liable to Management for any and all losses incurred by Management, such as loss of rent, court costs and attorney's fees. Upon vacating, Resident agrees to leave the premises in their condition at the commencement of the tenancy except for ordinary wear and tear.



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- 24. **DESTROYED OR UNTENANTABLE PREMISES:** If the premises are destroyed or so damaged as to be unfit for occupancy due to fire, the elements, or any other cause, Management may elect to terminate this Lease immediately and may elect not to rebuild or restore the destroyed or damaged premises by giving Resident written notice. If the destruction or damage was not caused by Resident’s fault or negligence, upon termination of this Lease pursuant to this section, Rent shall be prorated and the balance, if any refunded to Resident.
- 25. **WAIVER:** If management excuses a specific violation of a particular section of this lease by resident and thereby waives his right of eviction, such waiver is not deemed to be a waiver regarding any subsequent similar violation, or violation of any other section of this lease.
- 26. **DUTY TO PAY RENT AFTER EVICTION:** If resident is evicted by management, whether or not management obtains a court order to enforce his eviction notice, due to Resident’s breach of this Lease, Resident agrees to continue paying the full amount of the Rent for the full remaining term of this lease, or until the Apartment is re-enter, whichever comes sooner.
- 27. **SUBORDINATION:** This lease is subject to all present or future mortgages or trust deed affecting the premises and Resident hereby appoints Management as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this Lease to any present or future mortgage or trust deed affecting the premises.
- 28. **MANAGEMENT’S EXERCISE OF LEGAL RIGHTS AND REMEDIES:** management may exercise any or all of its legal rights and remedies in any combination at its option. The use of one or more of these rights or remedies shall not exclude or waive the use of any other.
- 29. **REFERENCE OF TERMS:** Where appropriate, singular terms, include the plural, and pronouns of one gender include both genders.
- 30. **FALSE OR MISLEADING RENTAL APPLICATION:** The lease is entered into by Management based upon oral and/or written statements made by Resident in his rental application or otherwise. In the event it is determined that Resident’s statements or any part of them are not true or complete in any material way, then the lease shall be considered breached and Management shall have the right, in its discretion, to evict Resident immediately and without prior notice.
- 31. **BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE; NO ORAL AGREEMENTS:** Attachments to this Lease, if any, are hereby made apart of this lease. Management’s building rules are also made a part of this Lease. The Management can make reasonable changes in the building rules at any time by giving written notice to Resident. No oral agreements have been entered into. This Lease with its attachments and any other written agreements made constitute the entire agreement between Management and Resident.
- 32. **NOTICES:** All Residents agree that notices and demands delivered by the Management to the Apartment constitute proper notice to all Residents. Any notice to an individual may be delivered and shall be sufficient if delivered to the particular apartment. The Resident agrees to notify the Management of any change in legal address with five days of obtaining said address, which notice shall be in writing.
- 33. **IF ANY PROVISION** of this Lease shall be determined to be unenforceable or illegal, it shall not affect all the other terms, which shall continue to be in full force and effect.
- 34. **SMOKING:** The smoking of tobacco or any other form of smoking shall not be permitted on the premises. No exceptions will be made unless in writing.
- 35. **SNOW REMOVAL:** Residents shall be responsible for properly clearing the concrete surfaces of the property, including the deck on the front and/or rear of the building. Snow must be removed with 24 hours of start of snowfall. If management must do it, it will be charged at \$70 per hour and/or cost of third party contractor.
- 36. **LAWN CARE:** Residents shall be responsible for mowing of the property on at least a weekly basis. If management must do it, it will be charged at \$70 per hour and/or cost of third party contractor.
- 37. **CARPETS:** Carpets must be cleaned by Management approved professional carpet service when vacating the unit.
- 38. **SMOKE ALARMS:** Resident agrees to be responsible for the upkeep, maintenance (including replacing batteries where applicable and as needed) and operation of all smoke alarms within the unit.
- 39. **MONIES RECEIVED:** Management reserves the right to apply monies received in the following order: 1) Security Deposit; 2) Late Fees; 3) NSF Fees; 4) Repair Expenses; 5) Attorney’s Fees, and 6) Rent.

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**COSIGNERS RESPONSIBILITY FOR ALL DEBTS:** Cosigners are responsible for paying the Rent and any other money due to Management under this Lease or as a result of any breach of this lease and, each and every cosigner is individually responsible for paying the full amount of such debts, not just a proportionate share.

**Cosigner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cosigner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_