



Office Location:
2731 12th Avenue South
Fargo, ND 58103

Mailing Address:
PO BOX 9379
Fargo, ND 58106

Phone: 701-237-3369 | Fax: 701-365-0088

- A. RENT**
- 1. THE RENT IS DUE** and payable to the owner or Management on the 1st day of each month and if not received by **5:00 PM on the 5th day of the month (this grace period includes holidays, mail time and weekends)**, Management may issue a “three day notice” to vacate for nonpayment of rent and may take legal steps to enforce moving and/or payments. If full payment has not been received by the 5th at 5:00 pm, there will be an 8% late charge plus \$3.00 per day until account balance is paid in full. Management reserves the right to apply monies in the following order: (1) security deposit; (2) late fees; (3) NSF fees; (4) Attorney’s fees; (5) maintenance/service calls, repair, damage, cleaning, fines; (6) rent.
 - 2. WHO IS RESPONSIBLE FOR RENT:** Each Tenant is jointly and severally responsible for paying the full amount of rent and any other money owed to Management. If disagreements surface between persons sharing an apartment and one person moves out and has been removed from the lease, the remaining tenant(s) on lease are responsible for paying the entire monthly rent.
 - 3. DUTY TO PAY RENT AFTER EVICTION:** Tenant(s)’ duty to pay rent for the balance of the term of the lease is not waived because an eviction action, and Tenant(s) obligation in that regard shall continue until the premises are re-rented.
 - 4. RETURNED CHECK:** Tenant(s) will pay \$40 fee for each returned check. A returned check is considered the same as rent not paid. Late fees are assessed until the check is made good and account is paid in full. Personal checks will no longer be accepted in this case.
- B. USE OF APARTMENT**
- 5. OCCUPANCY AND USE:** Only the persons listed above as “Tenant(s)” may live in the apartment. Tenant may use the apartment and utilities for normal Tenantal purposes only. Tenant(s), any member of the household and/or guests shall not engage in any illegal activity on or near the premises, including but not limited to drug related activity, violence, use of firearms, etc. Tenant(s) and guests are to act in a respectful manner at all times towards Tenant(s), guests, management, and vendors. Foul language, intimidation, threats, harassment, terrorizing or any of the like is not tolerated and will result in immediate notice to vacate.
 - 6. SUBLET:** Tenant(s) will not assign, or sublet the premises without prior written consent of Management. All sublets undergo history checks.
 - 7. UTILITIES:** Heat paid by Management: Tenant agrees to keep windows closed when furnace is in operation. Violations will result in a \$100 fine.
 - 8. PETS:** Tenant(s) and/or guests may not have any animal(s) in the apartment or on the property listed above, at any time, for any reason unless approved by Management in writing. Each animal is required to have proper documentation from a veterinarian on record with Management. Approval forms are obtainable and provided by Management. Tenant(s) must complete and submit forms/documentation **before** an animal may be allowed in the apartment.
 - 9. GATHERINGS:** Parties or loud gatherings are not tolerated. Tenant(s) are responsible for the actions of their guests. Tenant(s) and their guests are to act in such a manner that other Tenant(s) are not disturbed.
- C. CONDITION, REPAIR AND SHOW APARTMENT**
- 10. NOTICE OF THE CONDITIONS AND REPAIRS:** Tenant agrees to promptly provide written notice to Management of any conditions that require repair or that are dangerous to health or safety of Tenant or other Tenant(s), or which may do damage to the premises or waste utilities provided by the Management. All other maintenance needs are to be reported in a timely matter.
 - 11. ENTRY BY MANAGEMENT** or their agent is acceptable at all reasonable and necessary hours and upon reasonable notice, to enter the premises for the purpose of inspection, to make repairs or to show the apartment to new prospective Tenant(s).
 - 12. ALTERATIONS, ADDITIONS PAINTING OR IMPROVEMENTS:** Tenant(s) shall not make any changes in the premises, exterior or interior, to equipment or fixtures without written consent of manager. Painting is not allowed.
 - 13. HANGING PICTURES AND NAIL HOLES:** Only very small picture nails are to be sparingly used on walls. Do not adhere (stickers, glue, tape, etc.) or put any type of hole (nails, screws, hanging studs etc.) into wood trim, doors, cabinets, appliances or shelves, as this is seen as “damage”. Do not fill nail holes, an improper job may require walls to be fixed and painted at Tenant’s expense.
 - 14. BLINDS:** If blinds are attached to windows, frame or wall, they are to be left as a permanent fixture when vacating and can only be installed with Management’s written approval. **No blankets or sheets**, only white colored blinds are allowed in windows. **All vertical and horizontal blinds must be fully cleaned by Tenant when vacating.** Only tension rods may be used.
 - 15. WINDOWS AND CARPETS:** Windows are to be cleaned inside and out when vacating the apartment. Carpets are to be steam cleaned commercially, (no shampooing), and the **Tenant must furnish receipt for carpet cleaning (\$200 charge if we do it).** If you have permission to have an animal, the receipt must be itemized with Animal Deodorization.
 - 16. SMOKING:** The lease holders are responsible for any smoke damage, including but not limited to: wall discoloration, odor, carpet deodorization, carpet replacement, general deodorization, cleaning, replacement of porous and/or non-porous surfaces. Smoking is prohibited in commons areas or within 20 feet of building doors, windows, balconies. If your building is deemed smoke free, smoking is strictly prohibited on premises including inside apartment. Tenant(s) must properly discard cigarette waste in a proper receptacle. A fine will be assessed for violations. Tenant(s) must abide by Measure 4 (smoking ban), info at www.ndhealth.gov
 - Any repair, replacement, cleaning, fines, 3rd party invoice, and/or service call, resulting in a fee assessed to the tenant, shall be paid in full to Management within 10 days from date of invoice/charge.
 - When vacating, any charges exceeding \$200.00 will result in an additional month’s rent charge.
 - 19. LOCKS AND KEYS:** Tenant(s) are prohibited from changing or in any way altering locks installed on doors of leased premises. One key per adult tenant will be furnished for apartment door and mailbox. Replacements are made at the expense of Tenant. If keys are not returned at time of vacate, a new lock will be installed at the Tenant(s) expense \$125.00.
 - A. SECURITY LOCKS:** Where security locks are installed in halls or entryways, there will be one key per adult tenant. No person other than Tenant is allowed the use of keys. Security doors are locked as an amenity and for the Tenant’s protection and safety, therefore are not allowed to be blocked open, except for brief periods when moving items in or out. If either of these two rules are violated by Tenant, the landlord has the right to terminate the lease (effective immediately- deposit will be forfeited). Tenant is also liable for any interruptions or damages caused by others to any contents or property caused by the neglect of either of these two rules.
- D. MANAGEMENT AND TENANT(S) OBLIGATION**
- 20. MANAGEMENT** is not rendered liable for any damage to Tenant(s) personal property caused by temporary interruption or malfunction to any utility or service provided to the residence such as (but not limited to): heat, electric power, telephone, gas, hot or cold water, appliances, floodwaters and heavy rain or snow.
 - 21. TENANT OBLIGATIONS** Tenant is to pay all Court Costs and Attorney’s fees resulting from the Management enforcing their rights by legal action under this lease or under any law of the City, State or US government. At all times, Tenant agrees to keep the apartment in a clean and neat condition, and free of objectionable odors. Garbage is to be removed regularly, as not to cause odors or attract bugs. Tenant is responsible for any drain blockages, especially toilets and sinks caused by foreign objects. Services are to be performed by qualified and licensed service personnel. Cosigner agrees to be jointly and severally responsible liable for Tenant(s) for obligations arising out of this lease, including but not limited to unpaid rent, property damage, cleaning and repair costs. Cosigner further agrees that landlord will have no obligation to give notice to cosigner should Tenant(s) fail to abide by the terms of the rental agreement. Landlord may demand that the Cosigner perform as promised under this agreement without first using Tenant(s) security deposit.
- E. DURATION OF LEASE**
- 22. NOTICE PERIOD:** All notices to vacate during or after the initial term must be given in writing **60 DAYS IN ADVANCE ON THE FIRST DAY OF THE MONTH** for the end of the month which Tenant plans to vacate the premises. **(\$200 charge if not vacated by 12 noon).** In the event of an improper notice, tenant must pay a **\$300 re-rental fee.** Tenant will be responsible for monthly rent until 1) the end of the lease term or 2) a new tenant lease term has started, whichever comes first. Management must approve any new Tenant through an application and new Tenant must sign a lease and submit a full deposit to management upon application approval. Management will conduct a full check in (new tenant) and check out (this lease holder).
 - 23. VACATING PROCEDURE:** When a lease term is in effect, the final move out date is the ending date of the lease. When a month-to-month lease is in effect, the final move out date is the last day of the month and the rent fully paid for the full rental period. This applies whether or not the Tenant originally moved in on or after the 1st of the month. On move out day, **THE TENANT MUST BE MOVED OUT AND THE APARTMENT FULLY**

CLEANED NO LATER THAN 12:00 (NOON) OF THE FINAL RENTAL DAY. Staying beyond an agreed moving date or time, or failing to move after giving notice, and the apartment has been rented, may result in a Civil Action Lawsuit against the Tenant for recovery of damages resulting therefrom. Tenant(s) staying beyond an agreed moving date any number of day(s), for whatever reason, must pay for an additional month. **\$150 charge for not checking out at scheduled appointment time.**

F. MISCELLANEOUS

- 24. PARKING:** Tenant(s) who have a vehicle, in a permit lot, must have a **parking sticker** in the driver side rear window. Tenant(s) are to use the designated parking spot assigned to them only. All other vehicles are not allowed on the property and will be subject to be towed at the owner's expense. Garage doors are to be kept **closed at all times**. Guests must park on the street.
- 25. FALSE OR MISLEADING RENTAL APPLICATION:** This lease is entered into by Management based upon oral and/or written statements made by Resident in the 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 respect, then this lease shall be considered breached and Management shall have the right, in its discretion to terminate this lease before the end of the term or to evict Resident.
- 26. ATTORNEY'S FEES:** Resident agrees to pay all court costs and attorney's fees incurred by management in enforcing any of its rights under this lease.
- 27. BICYCLES:** All bikes are to remain outside. They are not allowed to be taken in and out of the apartment building.
- 28. FIRE HAZARDS:** A real Christmas tree, kerosene heater, oil lamp, burning candle, incense, charcoal grill, portable fire or open flame items, or any combustible fuel are prohibited in/on premises.
- 29. TENANT** will be charged \$25 upon checkout for trash removal (dumpsters only). Items/trash left in apartment will result in separate fee.
- 30. SMOKE ALARMS:** Tenant(s) agree to be responsible for the upkeep, maintenance (including replacing batteries where applicable and as needed) and a workability of all smoke alarms within the apartment units (**\$52 fee if not working**).
- 31. VEHICLES:** Vehicles must have current registration and be in good and full operating condition. No oil changes or mechanical work is allowed in the parking or lawn area.
- 32. SIGNS, PLACARDS OR DECORATIONS** are not allowed to be exhibited on the doors, windows or any place in or on the premises.
- 33. RENTERS INSURANCE:** It is the responsibility of each Tenant to insure personal possessions as Management will not insure nor be responsible for personal possessions, regardless of the cause of the loss or damage. Tenant consents to make no claim and expressly waives any and all claims against Owner or Management on behalf of any personal injury sustained or any loss or damage to personal property caused on the premises. Tenant is not to be construed as coinsured with Management or under any applicable insurance policy. Tenant agrees that any damage sustained to the property of the Landlord by fire or water, caused by the negligent or willful act or omission of the Tenant, or Tenant's guests is the sole responsibility of the Tenant.
- 34. LEASE VIOLATIONS:** may result in a fine and/or termination of lease, even if not specifically noted in each category. Management may attach and incorporate by reference rules and regulations, AKA: "Tenant Handbook" for the property. Resident agrees to be bound by those rules and regulations. Any violation of those rules and regulations is also a violation of this lease agreement.
- 35. LEAD BASED PAINT:** I HAVE RECEIVED THE DISCLOSURE OF INFORMATION ON LEAD BASED PAINT AND LEAD BASED PAINT HAZARDS.
- 36. MOLD:** it is resident's responsibility to occupy the Premises in such a manner that mold is not created. In the event that mold is observed, Resident shall notify management immediately in writing. Owner and Management are not responsible for any injuries or illness caused by mold or mold agents and Resident agrees to indemnify and hold Owner and Management harmless from any claims, causes of action, actions, expenses or damages of any nature arising out of the existence of mold on the Premises.
- 37. PEST EXTERMINATION:** Resident will be charged for any pest extermination treatment to their unit regardless of the source of the pests.