

RESIDENTIAL LEASE

MANAGEMENT: PROFESSIONAL PROPERTY MANAGEMENT, LLC

NAME OF RESIDENT(S): _____

TOTAL NUMBER OF ADULTS _____ AND CHILDREN _____ WHO WILL OCCUPY THE PREMISES.

BUILDING OWNER: PBNJ LLC

STREET ADDRESS: _____

INITIAL TERM OF LEASE: _____

STARTING DATE OF LEASE: _____ ENDING DATE OF INITIAL TERM: _____

MONTHLY RENT \$ _____ SECURITY DEPOSIT \$ _____

UTILITIES PAID SEPARATELY BY RESIDENT: Electricity Heat Water Sewage Hot Water
 Garbage Lawn Care Snow Removal Walkway, Driveway, Garage, Steps

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is PBNJ LLC c/o Professional Property Management at 200 South 45th Street, Fargo ND 58103.

1. **OCCUPANCY AND USE:** Only the person(s) listed above as Resident(s) may occupy the premises without prior written approval of Management. Written approval of Management is also required on all changes or additions of Residents. Resident(s) are required to conduct themselves in a manner (and their guests as well) that does not unreasonably disturb the peaceful enjoyment of other Resident(s). The premises and utilities may be used only for ordinary residential purposes.

2. **RENT AND APPLICATION OF PAYMENTS:** Rent is owed in the amount indicated above. 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.

3. **LATE FEE AND RETURNED CHECK FEE:** The monthly rent shall be due on or before **THE FIRST DAY OF EACH MONTH** in advance with **one** rent check. If rent is not received at the end of the first day of the month, Resident shall be in default. Resident shall pay a \$25.00 late fee for any rent received after the 1st and an additional \$25.00 late fee after the 5th. Resident shall pay a \$25.00 collection fee, in addition to a \$200.00 civil penalty for any rent check that does not clear the bank, in addition to all other appropriate fees.

4. **SECURITY DEPOSIT.** The security deposit paid above shall be paid at the time of execution of this agreement to be held, applied and processed by Management in accordance with state law. If, at the end of the tenancy, Management receives more than one forwarding address for return of the security deposit, Management may return all or any part of the security deposit to anyone of the addresses left with Management. The entire deposit will remain with the house.

5. **ALL RESIDENTS RESPONSIBLE FOR ALL DEBTS:** Residents are responsible for paying the rent and any other money owed to Management under the lease or as a result of any breach of this lease and the Residents are jointly and severally responsible for paying the full amount of such debts, not just a proportionate share.

6. **PETS:** Resident or guest may not have animals or pets of any kind on the premises at any time, unless granted permission from landlord and meet the requirements contained within the Pet Addendum to this lease agreement.

7. **RIGHT OF ENTRY:** Management and its authorized agents reserve the right to enter the premises at any time in case of emergency, or if Management reasonably believes Resident has abandoned the premises, or if Management reasonably believes Resident is in violation of any of the provisions of this lease. Additionally, Management may enter the premises 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 the premises to prospective new Residents.

8. **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 requires that Resident obtain renter's insurance to protect against any injuries or property damage. Resident shall not be considered a co-insured with Management or Owner under any insurance on the property, and Resident shall obtain a separate hazard insurance policy on the property.
9. **ACTS OF THIRD PARTIES:** Management is not responsible for the actions, or for any damages, injury or harm caused by such actions, of third parties (such as other Residents, guests, intruders or trespassers) who are not in Management's control.
10. **NOTICE OF DANGEROUS CONDITIONS:** Resident agrees to promptly provide written notice to Management of any conditions on the premises that are dangerous to health or safety of Resident or other Residents, or which may require repair. This includes mold.
11. **SUBLETTING AND ASSIGNMENT:** Resident may not assign this lease or sublet or grant a license to use the premises to any other person without the prior written consent of Management.
12. **ABANDONMENT OR SURRENDER OF THE PREMISES BEFORE THE TERMINATION OF THIS LEASE:** Resident understands that he is responsible for paying the full rent each month during the duration of this agreement and any extensions or renewals. Resident is responsible for all losses of rent or any other losses or costs caused by Resident's premature abandonment or surrender of the premises. No surrender of the premises by Resident will be considered accepted by Management without the written consent by Management and will not be construed as jeopardizing Management's right to seek remedies under this agreement.
13. **REIMBURSEMENT BY RESIDENT:** Resident agrees to reimburse Management promptly for any loss, property damage, or cost of repairs or service caused by negligence or improper use by Resident, or Resident's guests. Management's failure or delay in demanding any of these reimbursements, late payment fees, returned check fees 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 premises.
14. **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.
15. _____ (Tenant's Initials)
TERMINATION OF LEASE: Either party may terminate this agreement at the end of the lease period as defined above. In order for the notice of termination to be proper, it must be: (A) Written and (B) Given on or before the first of the month, which is at least 30 days prior to the end of the lease period. This applies whether during the fixed term or month-to-month. If this lease is renewed after the initial term, the lease shall be renewed on a month-to-month basis and all of the provisions of this lease agreement shall apply, unless the parties agree to changes. Failure to give proper notice of termination will result in a re-rental charge of \$150 to the Resident in addition to any consequential damages. At the termination of the lease agreement, Resident shall provide Management with a forwarding address.
16. **VACATING:** Resident agrees to vacate the premises on or before 12:00 noon of the termination date of this lease or any renewal as provided in this lease. If Resident fails to vacate on or before the required date, Resident shall be liable to Management for all losses incurred by Management, such as loss of rent, court costs and attorney's fees. Resident shall also be liable to incoming Residents for all incurred costs, such as sleeping accommodations, meals, storage of belongings, and any additional moving expenses. Upon vacating, Resident agrees to leave the premises in their condition at the commencement of the tenancy except for ordinary wear and tear. If the premises are left in a condition that make the premises unfit for rent or occupancy due to Resident damage or failure to adequately clean the premises, Resident shall be liable for all rent until such time as the premises are fit for occupancy.
17. **DESTROYED OR UNINHABITABLE PREMISES:** If the premises are destroyed or so damaged as to be unfit for occupancy due to fire, the elements or any other unforeseen 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 pro-rated and the balance, if any, refunded to Resident.
18. **EVICTION:** A violation of any term of this lease may result in eviction. If Management excuses a specific violation of a particular section of this lease, such waiver is not deemed to be a waiver regarding any subsequent similar violation, or violation of any other section of the lease. If Resident is evicted by Management, whether or not Management obtains a court judgment to enforce the eviction notice, Resident agrees to continue paying the full amount of the rent for the full remaining term of this lease, or until the premises is re-rented, whichever comes sooner.
19. **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.

- 20. **CARPETS:** All carpets, if applicable, must be cleaned by an approved professional carpet service when vacating the premises. Resident must present a receipt for this service.
- 21. **LOCK CHANGES:** Resident shall not change the locks on the unit and shall immediately provide written notice to Management of any security concerns or problems as a result of any lock problems.
- 22. **SMOKE ALARMS:** Resident agrees to be responsible for the upkeep, operation and maintenance of all smoke alarms and smoke detector systems within the unit. The battery for the smoke alarm must be checked. If the battery is dead, you must replace it or you will be charged for it. Disconnecting any smoke alarm or carbon monoxide alarm will result in a \$50 fine to the resident.
- 23. **ABANDONED PERSONAL PROPERTY:** If the Resident abandons personal property on the premises, Management shall store such abandoned personal property for a period not to exceed 30 days from the date that the lease terminated. After that date, Management may sell or otherwise dispose of the abandoned property. Resident is responsible for all storage and moving expenses. Resident releases Management from any claims that may arise out of storage or disposition of said property.
- 24. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties. No changes shall be made to this lease unless in writing and signed by all parties.
- 25. **RULES AND REGULATIONS:** Management may attach hereto and incorporate by reference rules and regulations for the property, as well as a Drug-Free and Crime- Free Addendum. Resident agrees to be bound by those rules and regulations and the Drug-Free and Crime-Free Addendum. Any violation of those rules and regulations is also a violation of this lease agreement.
- 26. **FAIR HOUSING:** All Residents shall be treated fairly and equally without regard to race, color, religion, national origin, marital status, age, sex, family status, handicap or status with respect to public assistance.

This lease will take effect and be binding upon Management only after all approvals have been made by Management and all background information investigated. In addition, Management will not be bound by this lease until it has been signed by a representative of Management.

DATED: _____

MANAGEMENT:

Resident acknowledges receiving a copy of this lease agreement and all rules and regulations for the property.

Resident _____ Date

Resident _____ Date

Resident _____ Date

LEASE ADDENDUM FOR DRUG-FREE AND CRIME-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engaged in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident, any members of the household will not engage in the manufacture, sale, or distribution of illegal drugs any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Dated

Resident Signature

Dated

Resident Signature

Dated

Resident Signature

Dated

Property Manager/Agent

PBNJ, LLC

Property Name and Address

RULES AND REGULATIONS

AS A RESULT OF OUR EXPERIENCE IN PROPERTY MANAGEMENT, WE HAVE FOUND THAT OUR RESIDENTS DESIRE THE FOLLOWING RULES AND REGULATIONS. THEY ARE DESIGNED TO INSURE THE MAXIMUM ENJOYMENT AND PRIVACY OF ALL RESIDENTS, TO PRESERVE THE CHARACTER AND MAINTENANCE OF BUILDINGS AND GROUNDS, AND TO DEVELOP A GOOD ENDURING RELATIONSHIP BETWEEN THE RESIDENTS AND THE MANAGEMENT.

1. All complaints and repair requests must be called into Professional Property Management.
2. All residents and their guests are expected to conduct themselves in a manner befitting respectable living. Over indulgence in alcoholic beverages and loud boisterous parties or disorderly conduct may be grounds for immediate eviction. Residents are responsible for their guests' actions.
3. Please show consideration for your neighbors with regards to loud talking, loud televisions, radios or stereos.
4. Residents must maintain patios, balconies and decks in such a manner as will be in keeping the décor of the community.
5. Gas (propane) grills and charcoal grill are permissible but must be at least five (5) feet from any fixed structures. Fire pits are allowed but must be at least fifteen (15) feet from any fixed structures
6. Residents must dispose of garbage and trash, or other waste matter, in plastic bags or garbage receptacles.
7. Residents are responsible for lawn care and snow removal, including city sidewalk.
8. It is permissible for you to hang pictures, mirrors, etc. on the walls providing you use very small nails. Large nails, screws, tape hangers, bolts, etc. will not be permitted. No tape, contact paper or glue is allowed on doors, walls, mirrors or appliances.
9. Proper window/patio door coverings are provided by Management. Sheets and/or blankets are not acceptable window coverings.
10. Residents must furnish their own light bulbs and batteries for smoke alarms where applicable.
11. Please do not flush feminine products down the toilet.
12. Fire department and/or insurance carrier regulations require all sidewalks, driveways and common storage areas to be kept free of all clutter. No explosives, obnoxious or illegal substances are permitted to be kept by a resident in the house or on the premises.
13. The garage door is to be kept closed. Residents shall follow street parking rules at all times. Any violation of street parking rules will be the resident's responsibility.
14. The management will not allow inoperative or abandoned cars, or cars with expired license plates to remain on the property. They will be towed away at the owner's expense. Absolutely no vehicles are allowed on the lawn areas at any time.
15. Outside antennas in connection with radio, television, satellite dishes and CB's may not be installed unless you obtain management approval.
16. Signs and placards are not allowed to be exhibited on doors, walls, windows or any other place in the community.

The failure of the resident to observe and fulfill any of the above obligations shall constitute a breach of the lease.