

HOUSE RENTAL AGREEMENT ("Agreement")

Owner: Cass County Joint Water Resource District Address ("Premises"): 5059 McKenzie Circle  
Oxbow, ND

Residents: JAMES NYHOF 5059 McKenzie Circle Monthly Rent: \$ 1,500  
Oxbow ND 58047

Lease Term: Month to Month Security Deposit: \$ 1,500  
From: 4/15/16 through 5/1/17 (2017)

Make all checks payable to: Cass County Joint Water Resource District  
1201 Main Ave. W.  
West Fargo, ND 58078

1. **LEASE TERM:** The following apply to the lease term.
  - A) When the effective date is the first day of the month, the lease term shall commence on that date. Exceptions to be noted under special terms.
  - B) Upon fulfillment of the original lease term, this Agreement shall automatically renew on a month to month basis, requiring a 30 day written notice to terminate.
  - C) The Agreement is binding upon heirs, successors and assigns.
2. **RENT:** The monthly rent is due on or before the first day of each month. If rent is not received by the end of the second day of the month, Residents shall be in default. Rents received after the second day of the month shall be assessed a 8% late fee. Any rent check that does not clear the bank will be charged a \$25.00 assessment. Residents shall be liable for all costs and fees incurred by Owner to enforce this Agreement including reasonable attorney fees and cost of collection.
3. **DEPOSIT:** The security deposit paid above shall be tendered at the time of the execution of this Agreement to be held, applied and processed by Owner in accordance with state law. At the end of the tenancy, Owner will return the deposit with all the Residents' names to one address specified by the Residents. The entire deposit will remain with the Premises if there is a change of Resident. The security deposit and/or accounting thereof will be returned within thirty (30) days as state laws require, from the last day of the lease term less any costs incurred to repair the Premises made at the sole discretion of Owner.
4. **APPLICATION OF PAYMENTS:** Rent is owed in the amount indicated above. Owner reserves the right to apply monies received in the following order: 1) security deposit; 2) rent; 3) late fees; 4) NSF fees; 5) repair expenses; 6) attorney fees; 7) and any other expenses incurred.

5. **EXPENSES:** Will be paid as follows:

	ELECTRICITY	HEAT	WATER	SEWER & GARBAGE	LAWN CARE	SNOW REMOVAL	REPAIRS & MAINTENANCE	OTHER SERVICES
Owner	_____	_____	_____	_____	_____	_____	_____	_____
Residents	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>

6. **OCCUPANCY:** This Premises will be occupied by \_\_\_\_\_ adults and \_\_\_\_\_ children who agree to comply with all Federal, State and Municipal laws, along with any written rules and regulations established by Owner. Residents may not sublet the Premises or any part of the Premises or modify the Premises without prior written consent of Owner. Residents shall maintain the Premises in a clean and neat manner, shall not do anything to disturb the occupancy of other Residents or violate any public laws, regulations or ordinances. Residents agree that the Premises is to be used for residential housing only. Residents agree not to do anything that will increase the rate of insurance or violate any insurance terms or policy.

7. **JOINT LIABILITY:** In the event that this instrument shall be executed on behalf of Residents by more than one person, the liability of the persons so signing shall be joint and several and a judgment entered against one shall be no bar to an action against the other.

8. **PETS:** No pets, unless each individual pet is allowed by prior written consent from Owner and only with a separately negotiated Pet Addendum. (Pet Addendum attached.)

9. **RELOCATION:** The parties anticipate the Premises will become necessary for the Oxbow/Hickson/Bakke Levee (the "Project") and Residents are entering into this Agreement and moving into the Premises with full knowledge that Owner may terminate this Agreement if the Premises becomes necessary for the Project. In the event Owner gives Residents notice of termination because the Premises is needed for the Project, the parties expressly agree that Residents shall not be entitled to relocation benefits related to Residents' occupancy of the Premises under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Chapter 54-01.1 of the North Dakota Century Code, as amended or any other act.

10. **UNIT INSPECTIONS:** It is the responsibility of Residents to make an appointment with Owner's representative for the specific purpose of inspecting the Premises prior to occupying or vacating and to verify an inspection of condition has been made. Failure of performance may result in forfeiture of the security deposit. Move-in is allowed after 12:00 noon on the starting day of the Agreement only after payment of security deposit and first month's rent are received. Residents agree to vacate the Premises on or before 12:00 noon on the termination date of this Agreement or any renewal or extension as provided in the Agreement. If Residents fail to vacate on or before the required date, they shall be liable to Owner for all losses incurred. Upon vacating, Residents agree to leave the Premises in rentable condition except for ordinary wear and tear. Residents shall provide Owner with a forwarding address.

11. **TERMINATION:** Either party may terminate this agreement at the end of the Agreement term as referenced in the heading of this Agreement. In order for the notice of termination

to be proper, it must be A) written, B) given on or before the first of the month at least thirty (30) days prior to the end of the Agreement term and C) received by Owner. If the Agreement is not renewed after the initial term, the Agreement shall be renewed on a month to month basis. All of the provisions of this Agreement shall apply except for rent changes and with the exception that the Agreement can be terminated upon thirty (30) days written notice by either party to take effect at the end of the month. Full payment of rent and utilities must be paid by Residents for the last month of the lease term. Any other form of termination must be agreed upon in writing by both parties. FAILURE TO GIVE PROPER NOTICE OF TERMINATION WILL RESULT IN A RE-RENTAL CHARGE OF \$250.00 IN ADDITION TO ANY CONSEQUENTIAL DAMAGES.

12. **CARPETS:** Must be cleaned by an approved PROFESSIONAL TRUCK MOUNT CARPET CLEANING SERVICE when vacating the Premises. A receipt of services must be provided for refund of deposit. If the cleaning is not done to Owner's satisfaction, Owner has the right to hire a carpet cleaning company of Owner's choice at the Residents' expense.
13. **ABANDONMENT:** Any objects or possessions left after vacating, the ownership of which is unknown, will be considered to have been abandoned by its owner and will be disposed of as state law permits. Residents release all claims to said property and claims against Owner arising from storage or disposition of said property. If the Premises is not occupied by Residents and the current rent has not been paid, the Premises will be considered abandoned. All contents therein may then be removed and the Premises re-rented. The security deposit will be applied to the balance due on rent and all costs incurred to make the Premises ready to rent.
14. **DUTY TO PAY RENT AFTER EVICTION:** If Residents are evicted by Owner, whether or not Owner obtains a court order to enforce its eviction notice, due to Residents' breach of this Agreement, Residents agree to continue paying the full amount of the rent for the full remaining term of this Agreement, or until the Premises is re-rented, whichever occurs first. IF EVICTED, RESIDENTS ARE SUBJECT TO A RE-RENTAL CHARGE OF \$250.00.
15. **DAMAGE OR INJURY:** Residents shall not be considered a co-insured with Owner under any insurance on the property, and Residents must obtain a separate hazard insurance policy on the property. Owner is not responsible for any damage or personal injury sustained to Residents by Residents' guests or their property that was not caused by a willful or negligent act of Owner or failure of Owner to act on said Premises. Residents agree to notify Owner in writing of any on-site injury within five (5) days of occurrence. Owner is not liable for any damage or offset of rent for any temporary interruption to any utility or service provided to Residents. Owner accepts no liability for damages caused by leaks in plumbing, roof or seepage of subsurface water.
16. **ACCESS TO PREMISES:** Owner may enter the Premises at any time in the case of emergency, if Owner reasonably believes Residents have abandoned the Premises or if Residents are in substantial violation of this Agreement. The parties agree that while Owner has no obligation to conduct any repairs or maintenance on the premises, Owner and all designated agents shall also have access to the Premises for making necessary or agreed repairs, decoration, alterations or improvements; or for exhibiting the Premises. Unless it is impractical to do so, Owner shall first notify and receive the consent of Residents which

*NOT  
Applicable  
Here  
-MJB  
4/15/16*

shall not be unreasonably withheld. For the purpose of this section, consent shall be presumed from failure to object to access after notice of intent to enter at a certain time has been given. Residents will be responsible for the expense incurred for not reporting needed repairs. Should a repair such as plumbing problem or roof leak go unreported and create a greater damage, costs incurred could be assessed to Residents. Such is the case where there is abuse or neglect to the property.

- 17. **LEAD BASED PAINT:** NA.
  - 18. **SPECIAL TERMS:** No smoking.
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The provisions of this Agreement include all terms above the signatures and all terms of ancillary instruments attached hereto.

This Agreement will take effect and be binding only after all approvals have been made by Owner and all background information investigated. In addition, Owner will not be bound by this Agreement until it has been signed by its authorized representatives.

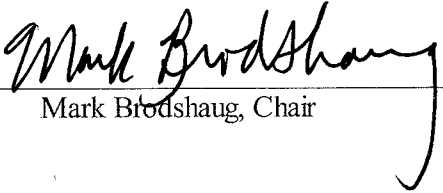
Executed and entered into this 15 day of APRIL, 2016.

RESIDENTS

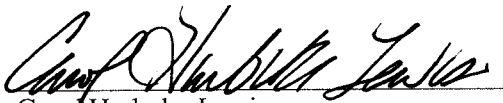
  
\_\_\_\_\_ Jointly and Severally

\_\_\_\_\_ - Jointly and Severally

CASS COUNTY JOINT WATER  
RESOURCE DISTRICT

By:   
Mark Brodshaug, Chair

ATTEST:

  
Carol Harbeke Lewis  
Secretary-Treasurer