**RESIDENTIAL APARTMENT**

**LEASE**

**This Agreement**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, by and between Lutheran Campus Ministry, a lay ministry affiliated with Minot State University in Minot, ND (hereinafter referred to as Landlord) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Tenant), as follows:

1. **Description of Premises:**

Landlord agrees to lease to Tenant, on the terms and conditions hereinafter set forth, that certain property known and referred to as the First Lutheran Parsonage (Emmaus House), located at 515 Walders Street, Minot, ND, 58703, together with furniture, furnishings & appliances.

1. **Term:**

The term of this Lease shall be for a period of one year, beginning the 15th day of August, \_\_\_\_\_\_\_, and ending the 15th day of May, \_\_\_\_\_\_.

1. **Rent:**

Tenant shall pay rent in the amount of $200 per month, during the nine (9) months of the regular academic year (Aug. 15—May 15). Rent shall be due on the 15th day of each month, and payable to Landlord at its office address located in the Wellness Center at Minot State University.

1. **Additional Rent for Summer Months:**

Rent for occupancy of the parsonage any time after the end of the traditional academic year (May 15) and prior to the start of the new school year (Aug. 15) shall be $200 per month. Rent shall be due and payable on the 15th of each month, as prescribed in **#3** above.

1. **Security Deposit/Key Deposit:**

For any rental period commencing on or after May 15, 2019, Tenant shall deposit with Landlord the sum of $100 as a security deposit against all damages, except reasonable wear and tear done to the premises by Tenant, as well as for security for unpaid rentals, cleaning deposit, and any other duties or obligations to be performed by Tenant under this Lease. Tenant further agrees to pay, when billed, the full amount of any such damage in order that the deposit shall remain intact. Upon termination of the Lease and after the inspection of the demised premises, the deposit is to be refunded to the Tenant or applied to any such cleaning, damage or rent delinquency. If such deposit is insufficient to cover Landlord’s costs, damages and expenses, Tenant shall forthwith upon demand, pay Landlord such balance. If not paid within sixty (60) days of termination date, balance owing will be turned over to a collection agency. Tenant further agrees to deposit the additional sum of $25 with Landlord, as a key deposit. Such deposit will be refunded to Tenant upon the return of the key(s) to the premises at the conclusion of this Lease.

1. **Acceptance and Surrender of Premises:**

The Tenant, by execution of this Agreement,admits that the dwelling unit described herein has been inspected by Tenant and meets with Tenant’s approval. The Tenant admits that the premises are in tenantable condition, and agrees that at the end of the occupancy hereunder to deliver up and surrender said premises to the Landlord in as good condition as when received, reasonable wear and tear excepted and that Tenant further hereby specifically waives any claim, offset or defense, based upon implied warranties of habitability.

1. **Use of Premises:**

Said premises shall be used solely by Tenant for residential purposes. The Tenant shall not assign this Lease, sublet the premises, give accommodation to any roomers or lodgers, or permit the use of demised premises in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

1. **Waste and Quiet Conduct:**

Tenant and any guests of Tenant shall not commit or suffer to be committed any waste upon said premises or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other Tenant in the buildings in or near which said premises are located. The entire premises are to be smoke-free. Boisterous parties or disorderly conduct will be grounds for immediate eviction.

1. **Alterations and Repairs:**

Tenant shall not make any alterations on said premises without written consent of the Landlord. Tenant will maintain said premises in a satisfactory condition, repairing or replacing damages whether willful or accidental, and shall be liable for goods or services contracted for by himself or herself.

1. **Pets:**

Tenant shall notbe allowed to keep pets or animals of any kind on said premises.

1. **Rules and Regulations:**

Tenant agrees that those occupying said premises (and guests) will abide by all reasonable rules and regulations that Landlord may make from time to time, for the protection of the buildings of which said premises are a part, and/or for the general welfare of all the Tenants thereof, or for the preservation of good order, safety or cleanliness in said buildings which in the discretion of the Landlord may be necessary or proper. It is also agreed that all such rules and regulations shall become a part of this Lease. In addition, Tenant agrees as follows:

1. Not to install any satellite equipment or systems or air conditioning unit without the approval of the Landlord in writing.
2. To permit the Landlord or his agent or when authorized by the Landlord, the employees of any contractor, utility company, municipal agency or others, to enter the premises for the purpose of making reasonable inspections, repairs and replacements. Tenant will be given advance notice twenty-four (24) hours or more, of any inspection. Landlord or its agent may enter without notice pursuant to North Dakota state law pertaining to Tenants Right to Privacy.
3. Tenant(s) and any guests are responsible to stay within their designated parking area and any inoperable vehicles are to be removed immediately from the premises. To abide by such regulations for the parking of automobiles as Landlord may from time to time see fit to enact.
4. That if any damage to the property shall be caused by Tenant(s) acts or neglect or by any guests,the Tenant must report all damage immediately to Landlord, and shall forthwith repair such damage at his own expense, and to the satisfaction of the Landlord. Should the Tenant fail or refuse to make such repairs within ten (10) days, the Landlord may, at its option, make such repairs and charge the costs thereof to the Tenant, and the Tenant shall thereupon reimburse the Landlord for the total cost of damages so caused.
5. Requirements as per the attached schedulefor a full security deposit refund must be abided by, receipt of which is acknowledged by Tenant, which schedule is incorporated herein and made a part of this Lease.
6. **Renter’s Insurance:**

Tenant may obtain renter’s insurance at his/her option. However, if Tenant elects not to secure rental insurance for the protection of his/her personal property, replacement for the loss or damage of any such property will be borne by the Tenant.

1. **Waiver:**

Failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord’s rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

1. **Non-Liability of Landlord for Damages:**

Landlord, its agents and employees shall not be liable for any loss, damages, injuries or other casualty of whatsoever kind or by whomever caused, to the person or property of anyone (including Tenant and guests) on or off the premises, including sidewalks adjacent, or approaches thereto, arising out of or resulting from Tenant’s use or possession thereof, or from defects in the premises, whether due in whole or in part to negligent acts or omissions of Tenant; and Tenant for himself/herself, his/her heirs and assigns hereby agree to indemnify and hold Landlord, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions for such loss, damage, injury or other casualty unless caused by the Landlord’s intentional or negligent acts.

1. **Utilities:**

During the initial term of this Lease, Landlord shall be responsible for payment of all utility expenses (electric, gas, water, sewer, sanitation). Landlord shall also be responsible for all Wi-Fi/Internet service.

1. **Lien for Rent or Damages:**

Upon vacation of the premises by Tenant, Landlord may enter said premises and remove and retain possession of any and all personal property therein of Tenant, as a lien, until all sums due under this Lease, including rent and damages, shall be paid in full by Tenant. Landlord may exercise any remedies available under North Dakota state law.

1. **Default:**

In the event of any breach of any term or provision of this Lease by Tenant, the Landlord, upon service of a three (3) days’ notice to Tenant, shall have all rights available, under North Dakota state law, to regain possession of said premises. Evicted residents are subject to a $100.00 re-rental fee. Tenant will be held liable for any attorney’s fees incurred by Landlord in enforcing rights under this Lease.

1. **Late Rental Payments:**

All rental payments are due on the 15th day of each month. Late payments may be assessed a $3.00 per day late charge penalty, retroactive to the payment due date.

1. **Water Usage:**

When water is paid for by the property owner (Landlord), there will be no unnecessary water usage, including vehicle washing on the premises. Failure of Tenant(s) to report any water leakage to management could result in charges for excess water and any resulting damage to the property.

1. **Time of the Essence:**

Time is of the essence of each term and provision of this Lease.

1. **Rights of Landlord:**

Upon receipt of notice to vacate,Landlord reserves the right to enter said premises for the purpose of procuring a new tenant.

1. **Insufficient Checks:**

Tenant agrees that if rental payment is paid by check and returned for insufficient funds, Tenant will reimburse Landlord the sum charged by the bank for each check returned and Landlord may demand that all future payments will be made by either bank check, money order or cash. Late fees will still apply if insufficient checks are not made good on due date.

1. **Inspection Checklist:**

Tenant acknowledges receipt of Inspection Checklistand agrees to return it to Landlord within ten (10) days from the start of the Lease.

1. **Attachments/Addendums:**

Any attachments or addendums to this Lease will be incorporated herein and made part of this Lease. Violation of any of the above rules & regulations is possible cause for eviction.

1. **Other items of mutual agreement:**
2. The Tenant may use the attic and/or basement areas as storage space.
3. The Tenant may use the garage and carport for parking vehicles.
4. Given the historical nature and value of the parsonage, the Tenant will take the utmost care in preserving the residence’s features. It is not permissible to attach wall art or artifacts by any means that would damage the walls or wood surfaces (nails, screws, etc.).
5. The Tenant is encouraged to be a good steward of God’s gifts, including using the recycling bins in the garage for recyclable items (office paper, newspaper, tin, aluminum cans, water bottles and other plastic) as accepted by local recycling centers.
6. The Tenant will refer to the Maintenance Plan for maintaining particular aspects of the parsonage.

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 **Lutheran Campus Ministry, Landlord Tenant**

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**Date Date**