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NORTH DAKOTA RESIDENTIAL LEASE AGREEMENT

NOTICE: LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON

THIS LEASE AGREEMENT is made and entered into on the ___ day of _____, ____ by and between:

Landlord: The Landlord _____ of [ADDRESS], hereinafter known as the "Landlord", and

Tenant(s):_____, hereinafter known as the "Tenant(s)"

The parties agree to the terms and conditions set forth in this Agreement regarding the lease of a _____ located at _____, which includes ____ bathroom(s) and _____ bedroom(s), hereinafter referred to as the “Premises.” The Premises shall be used exclusively as a private residential dwelling by the Tenant(s) and any approved Occupant(s), and shall not be used for storage, commercial purposes, manufacturing, or the provision of professional services, unless expressly permitted in writing by the Landlord. The Landlord may also use the Premises address as the designated location for delivering notices to the Tenant(s)

1. The following Basic Lease Provisions are provided for the convenience of the Parties set forth below:

    a. Monthly Rent Amount: _____

    b. Tenant(s)
        i. Tenant 1 _____
        ii. Tenant 2 _____

    c. Property Address: _____
    _____

    d. Dates:
        i. Lease Start Date: _____
        ii. Lease End Date: _____
        iii. Rent Due Date: _____

iv. Possession Date: _____

e. Rent:
   i. Amount $_____
   ii. Prorated Rent : $_____
   iii. Security Deposit: $_____

f. Fees:
   i. Pet: $_____
   ii. Cleaning: $_____
   iii. Other: $_____

g. Total Due at Signing: $_____

2. **TERM:** The Lease Term begins on the Lease Start Date and concludes on the Lease End Date as specified above, and the Premises shall be used and occupied solely by the Tenant(s) strictly as a residential dwelling. Possession will be granted only after payment of the first month's rent and the Security Deposit. If Tenant(s) do not take possession on the scheduled date and fail to notify the Landlord in writing of a delayed move-in, Landlord may assume, conclusively, that Tenant(s) have abandoned the Premises and may re-rent the Premises. If Tenant(s) are unable to occupy the Premises at the agreed time due to the holdover of the previous Tenant/Occupant or for reasons beyond the control of the Landlord, Landlord will not be liable to Tenant(s). If the Premises are not ready for occupancy when the Lease Term begins, Landlord's sole liability will be to reduce Tenant(s)' rent in proportion to the percentage of time the Premises are not ready for occupancy, from the Lease Term's start date until the Premises are ready, as determined solely by Landlord. Tenant(s) agrees that any misrepresentation of facts or information provided to Landlord or Landlord's agent, either at the time of entering this Lease, including Tenant(s)' Application to Lease, or during the Lease's duration, will constitute a breach of the Lease and may result in termination of the Lease at Landlord's discretion.

   Upon the expiration of the Lease Term, this Lease will automatically convert to a month-to-month tenancy unless terminated by either party. Tenant(s) or Landlord may terminate the month-to-month lease by providing written notice to the other party at least thirty (30) days in advance. The rent amount will remain the same as the final month of the Lease Term unless a new amount is agreed upon in writing by both parties. However, if the Lease automatically converts to a month-to-month tenancy, the Landlord reserves the right to increase the rent after the expiration of the original Lease Term, with thirty days' written notice to Tenant(s).

3. **RENT:** Tenant(s) agrees to pay the Landlord the Monthly Rent Amount during the Lease Term, payable on or in advance of each due date, starting with the second month (the first month is collected at move-in). The Landlord may require rent payments to be made in a single installment using certified funds or money orders. Rent is considered paid only when it is received by the Landlord.

4. **USE OF EMAIL FOR OFFICIAL COMMUNICATIONS:** The parties hereby consent to the use of electronic mail (email) for the delivery of notices required under this Lease or by applicable law. The

Landlord designates _____ as the official email address for such communications. The Tenant(s) designate the following email address(es) for official notices under this Lease:

a. Tenant: _____

5. **NOTICES AND PAYMENT LOCATION:** Notices to Tenant(s), including those related to the Security Deposit, may be mailed, delivered in person to the Premises, or sent via email. Tenant(s) shall remit rental payments, late fees, notices, and other communications to the Landlord at the mailing address listed above or to another location or email address designated in writing by the Landlord.

   All notices required by this Lease or by applicable law must be in writing. Notices sent by U.S. Mail (including Security Deposit claim notices) will be considered received on the next regular mail delivery day after being properly addressed, stamped with adequate postage, and deposited in an official U.S. mailbox. Notices sent via email shall be considered received on the date they are sent, provided that no delivery failure occurs, and the message includes the sender's typed name or other valid electronic signature.

   The Landlord or Tenant may change their designated email address by giving written notice to the other party. The new email address shall be effective upon receipt of the notice.

6. **APPLICATION OF PAYMENT FROM TENANT(S):** Any money received by the Landlord from the Tenant(s) or on their behalf will be applied to the Tenant(s)' account in the following order:

   1. Unpaid late fees, dishonored check fees, and other fees owed by the Tenant(s).
   2. Maintenance, utility, and repair costs chargeable to the Tenant(s).
   3. Legal fees and court costs legally chargeable to the Tenant(s), including those incurred before resolving a default.
   4. Outstanding utility bills that are the Tenant(s)' responsibility.
   5. Any deposits or portions of deposits due from the Tenant(s).
   6. Charges, fines, and assessments against the Landlord caused by the Tenant(s).
   7. Rent.
   8. Any restrictive endorsements on checks or statements included with payments will not constitute an agreement or modification of this provision.

   Default and Remedies: Failure by Tenant(s) to comply with any lease term constitutes a default. If the Tenant(s) defaults, the Landlord has all legally permitted remedies, including terminating the tenancy and demanding immediate payment of all remaining rent due. If the Landlord terminates the tenancy under this section, the Tenant(s) remains responsible for rent, subject to the Landlord's duty to mitigate damages. A court may determine the actual amount owed. The Landlord is not required to lease other available premises before the Tenant(s)' premises.

   From the date of signing, time is of the essence in this Lease. If the Landlord terminates the tenancy or obtains a judgment for possession that is not redeemed, all lease renewals, extensions, or future lease

agreements between the Landlord and Tenant(s) will be canceled. The Tenant(s) must reimburse the Landlord for all legally recoverable legal fees, costs, and damages caused by the default.

At the end of the lease term, the Landlord will have the right to regain possession of the premises and may pursue legal action to evict the Tenant(s) according to applicable laws. An eviction order or writ of restitution may be issued immediately after a court judgment for possession.

The Landlord may terminate this tenancy with 24 hours' written notice if the Tenant(s), a household member, or any person under Tenant(s)' control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the premises — provided a formal police report has been filed.

If the Tenant(s) fails to pay rent or any other required payment on time, or if there is a health hazard or significant, ongoing damage to the premises, the Landlord may terminate the lease with seven (7) days' written notice. For any other lease violation, the Landlord may terminate the lease with thirty (30) days' written notice.

7. **UTILITIES:** Throughout the entire lease term, all utility charges — including interest, late payment fees, or other default fees — will be paid by either the Tenant(s) or the Landlord as specified below:

Utility	Paid by Tenant(s)	Paid by Landlord
Electricity	☐	☐
Gas	☐	☐
Water	☐	☐
Sewage	☐	☐
Waste Removal	☐	☐
Other: _____	☐	☐
Other: _____	☐	☐

8. **FURNISHINGS:** The property is being rented as furnished. The furniture inventory list is add as an exhibit to the end of the document.

9. **LATE PAYMENT AND RETURNED CHECK FEES:** Tenant(s) shall pay the Landlord a late fee of $50 if a rental payment is 5 days late and an additional $_____ if the payment is 10 days late or more. Partial rent payments do not eliminate the obligation to pay late fees.

In addition to late fees, Tenant(s) shall pay the Landlord $_____ for each returned check. Late payment handling fees and returned check fees will be considered additional rent and must be paid by the due date of the next scheduled rental payment.

10. **REPEATED LATE RENT PAYMENTS:** Rent is due on the scheduled monthly due date. Regardless of the provisions mentioned above, the Landlord may terminate this Lease if the Tenant(s) repeatedly fail to pay rent on time. "Repeated late payment" is defined as failing to pay rent by the due date on three (3) or more occasions during the lease term.

11. **SECURITY DEPOSIT:** Tenant(s) agree to pay the Landlord a Security Deposit prior to taking possession of the Premises. If there are multiple Tenants or Occupants under this Lease, the Security Deposit will be treated as a single joint deposit. Occupancy of the Premises will be considered terminated when the last Tenant, Occupant, subtenant, or assignee vacates the Premises.

    Any refund of the Security Deposit will be issued via check, Zelle, or [insert other payment method], made payable to all Tenant(s), unless all other Tenants have provided written authorization for the Landlord to issue the refund to a single Tenant. All communications regarding the Security Deposit should be directed to the Landlord's mailing address or via email.

    Tenant(s) cannot choose to apply the Security Deposit toward rent or other unpaid charges, and the Landlord is not required to do so. The Landlord may use the Security Deposit to cover:

    - Actual damages to the Premises or ancillary facilities caused by conduct beyond normal wear and tear.
    - Unpaid rent, including rent due for early termination of the Lease.
    - Unpaid utility bills that are the Tenant(s)' responsibility.

    Tenant(s) remain responsible for any outstanding balances after the Security Deposit is applied. The Security Deposit will be held in a separate account by the Landlord and will be managed in accordance with applicable law. The Landlord will provide a detailed account of any deductions from the Security Deposit and will return any remaining amount to the Tenant(s) in accordance with applicable law

    TENANT(S) MUST NOTIFY THE LANDLORD VIA EMAIL OR IN WRITING OF THEIR FORWARDING ADDRESS WITHIN FOUR (4) DAYS AFTER MOVING OUT OF THE PREMISES, WHERE THEY CAN BE CONTACTED AND RECEIVE NOTICES. IF TENANT(S) FAIL TO DO SO, THE LANDLORD WILL NOT BE REQUIRED TO SEND AN ITEMIZED LIST OF DAMAGES OR BE HELD LIABLE FOR ANY PENALTIES RELATED TO THAT FAILURE.

12. **TENANT RESPONSIBILITIES AND MAINTENANCE:** Tenant(s) shall keep the Premises in a neat, clean, and orderly condition. Tenant(s) must use and maintain the Premises in compliance with all applicable police, sanitary, and government regulations, as well as any homeowner's association rules. Tenant(s) must follow reasonable regulations from insurance underwriters regarding the use and condition of the Premises to minimize fire hazards and insurance costs. Tenant(s) shall promptly notify the Landlord when repairs or maintenance are needed.

Tenant(s) shall not allow the accumulation of rubbish or waste, misuse of utility fixtures, or the storage of flammable liquids or explosives on the Premises. Tenant(s) are responsible for and must reimburse the Landlord for:

- Any damage caused by rubbish, waste, misuse, or improper storage of flammable liquids or explosives.
- All permit, inspection, and certification costs incurred due to Tenant(s)' noncompliance with the Lease or applicable laws.
- Any damage resulting from the failure to report necessary repairs or maintenance in a timely manner.

The Landlord may invoice Tenant(s) for the cost of repairs or replacements (excluding normal wear and tear) during the Lease Term. These charges will be treated as unpaid rent and will be due with the next scheduled rental payment after the invoice is sent.

Tenant(s) are liable to the Landlord and/or the Landlord's insurer for the cost of repairing or replacing any damage to the Premises, including structural damage caused by fire or flood, if such damage results from the actions or negligence of Tenant(s), their guests, invitees, licensees, or agents. This liability does not reduce the Landlord's legal obligation to maintain and repair the Premises, but the Landlord is not responsible for repairs if Tenant(s) fail to notify the Landlord of the issue. Reasonable actions taken by the Landlord to fulfill their obligations will not be considered eviction or interference with Tenant(s)' use of the Premises.

Tenant(s) are responsible for insect, rodent, and pest control costs beginning one month after moving in.

Tenant(s) are also responsible for routine care and maintenance of the yard and exterior areas, including:

☐ Mowing, watering, fertilizing, weeding, raking, and trimming landscaping.
☐Removing snow and ice from walkways and driveways.
☐Cleaning and maintaining the patio, driveway, porch, and similar areas.

Tenant(s) must obtain written consent from the Landlord before modifying or rearranging landscaping. If Tenant(s) fail to maintain the lawn, landscaping, or snow removal, the Landlord may hire professional services and bill Tenant(s) for the costs. These charges will be treated as unpaid rent and due with the next scheduled rental payment after the invoice is sent.

Tenant(s) are responsible for checking all smoke detectors monthly. If Tenant(s) are unable or unwilling to replace batteries or maintain the smoke detector, they must notify the Landlord.

This section does not limit Tenant(s)' legal remedies for any violations of the covenants of fitness and habitability.

13. **PETS:** Tenant(s) agree that no pets are permitted on the Premises, either indoors or outdoors, without the Landlord's written approval. Failure to comply may result in immediate eviction, with all associated costs being the responsibility of the Tenant(s) and due upon notice. Guide dogs, leader dogs, hearing dogs, and service animals belonging to Tenant(s), their guests, or invitees that meet {{State}}

identification and training verification requirements are not considered “pets.” Pets may be allowed for an additional fee of $_____ per pet per month. Tenant(s) agree to cover all damages caused by pets or their presence. Tenant(s) are permitted to have _____ pet(s), described as _____.

14. **KEYS, LOCKS, AND ACCESS:** The Landlord retains a key to the Premises throughout the Lease term. Tenant(s) may not alter, change, or replace any locks or digital access systems (including key codes) without the Landlord’s prior written consent. If any lock or digital access system is changed or installed, Tenant(s) must immediately provide the Landlord with a new key or access code. Tenant(s) have received keys or access codes to the Premises, and duplication of keys or sharing of access codes is strictly prohibited.

    Upon lease expiration or early termination, Tenant(s) must return all keys and provide any digital access codes to the Landlord at a mutually agreed-upon time.

    In addition, Tenant(s) agree to allow the Landlord access to the Premises during the thirty (30) days preceding the end of the Lease to show it to prospective tenants. Tenant(s) also grant permission for the Landlord to place "For Rent" or "For Sale" signs on the property.

15. **HOLD HARMLESS:** Tenant(s), on behalf of themselves, their heirs, and personal representatives, agree to hold the Landlord harmless from any and all damages, including but not limited to damages to the Premises and the building in which it is located, loss of rental income, and any liabilities arising from the Tenant(s)’ negligent or unlawful use of the Premises, as well as any intentional misuse of the Premises, including common areas. If a claim is made against the Landlord’s insurance due to acts or omissions by the Tenant(s), their visitors, guests, or invitees, Tenant(s) agree to reimburse the Landlord for any insurance deductible paid as a result.

16. **BANKRUPTCY:** If Tenant(s) is declared bankrupt or if their estate is placed under the control of a court-appointed receiver, the Landlord reserves the right to terminate this Lease with thirty (30) days’ written notice.

17. **INSURANCE:** The Tenant must obtain renters insurance as a requirement under this Agreement during the duration of the tenancy. The policy must provide a minimum of $100,000.00. Proof of insurance must be provided before the start of Term and must be maintained through any renewals. Failure to maintain active renters insurance will be considered a breach of this Agreement.

    The Landlord must be named as an additional insured or interested party on the policy to ensure protection and notification of any changes or cancellations.

18. **LOSS OR DAMAGE TO TENANT(S)’ PROPERTY:** The Landlord and its agents do not insure or assume responsibility for the personal property of Tenant(s), their guests, or invitees. They are not liable for any loss, damage, or destruction of such property from any cause, including actions or omissions of third parties, unless such damage is directly caused by the Landlord’s or its agents’ failure to fulfill a legal obligation, negligence, gross negligence, or intentional misconduct.

19. **ALTERATIONS:** Tenant(s) are prohibited from making any alterations to the Premises without the Landlord’s prior written consent. The Landlord is not responsible for reimbursing Tenant(s) for any alterations unless expressly agreed to in writing. Any alterations made become the property of the Landlord. However, upon Lease expiration or early termination, the Landlord may specify in writing which alterations must be removed. Tenant(s) shall be responsible for the prompt removal of such

alterations at their own expense and must repair any resulting damage, restoring the Premises to its original condition.

Examples of alterations include, but are not limited to: painting, wallpapering, changing flooring, installing telephone or cable TV lines, driving nails into woodwork, or using adhesive materials on walls. The Landlord's written approval of alterations does not imply responsibility for any costs or liabilities, nor does it alter the Tenant(s)' obligation to pay rent under this Lease.

20. **SMOKING:**

21. **SURRENDER OF PREMISES:** Tenant(s) shall return the Premises, along with any provided furnishings, to the Landlord at the end of the Lease term or upon earlier termination, in the same condition as when received, except for reasonable wear and tear. Tenant(s) must provide the Landlord with thirty (30) days' written notice of their intent to vacate before the Lease expires, terminates, or is extended. Early surrender of the Premises, including any surrender accepted in writing, does not release Tenant(s) from their obligations under this Lease, including the payment of all rent, subject to the Landlord's duty to mitigate damages. Tenant(s) must remove all personal property upon vacating the Premises. Failure to do so may result in charges for the removal and disposal of any remaining items.

22. **AMENDMENT:** Any modifications to this Lease must be made in writing and signed by all Parties to be valid.

23. **CAPTIONS:** Paragraph captions are provided for reference purposes only and do not carry any legal significance.

24. **WAIVER:** The Landlord's failure to enforce any provision of this Lease on one or more occasions does not constitute a permanent waiver of the right to enforce that provision in the future. Similarly, the Landlord's consent to a specific action on one or more occasions, where consent is required, does not imply ongoing consent for similar future actions by Tenant(s). No breach of this Lease shall be considered waived by the Landlord unless explicitly waived in writing.

25. **SEVERABILITY:** If any clause of this Lease is deemed invalid by a court or if the Parties mutually agree in writing to disregard one or more provisions, the remaining clauses shall remain in full force and effect.

26. **SUCCESSORS BOUND:** The terms of this Lease shall be binding upon and enforceable by the heirs, successors, assigns, and representatives of both Landlord and Tenant(s).

27. **USE AND QUIET ENJOYMENT:** Tenant(s) have the right to quiet enjoyment of the Premises throughout the Lease term. The Premises shall be used exclusively for residential purposes and may only be occupied by the Tenant(s) and any named Occupant(s). Tenant(s) must comply with all applicable laws and ordinances and must not engage in any behavior that unreasonably disturbs other tenants, occupants, neighbors, or the Landlord. No business activities shall be conducted on or from the Premises unless expressly permitted in writing by the Landlord and in compliance with all applicable laws and ordinances. The sale or manufacture of drugs or intoxicating liquors on the Premises is strictly prohibited, and the use of illegal drugs is not permitted. Tenant(s) shall not interfere with the lawful use of the Premises by the Landlord or other residents.

28. **JOINT AND SEVERAL LIABILITY:** If multiple Tenant(s) are listed on this Lease, each Tenant is individually and jointly responsible for fulfilling all Lease obligations. Each Tenant is accountable not only for their own responsibilities under the Lease but also for those of their co-Tenant(s).

29. **UNTENANTABILITY:** If the Premises become completely untenantable due to fire or other damage during the Lease term, the Landlord may terminate the Lease by providing written notice to Tenant(s), who must then vacate and surrender the Premises. If the Premises are only partially untenantable or remain wholly untenantable without the Lease being terminated, the Landlord will make repairs within a reasonable timeframe. From the date of the damage until substantial repairs are completed, rent shall be reduced in proportion to the extent of untenantability, unless the damage was caused by the negligence or intentional misconduct of Tenant(s), their family, occupants, employees, guests, invitees, agents, or any person associated with them, in which case rent shall not be reduced. For the purpose of the Landlord's right to terminate the Lease, the Premises shall be considered "wholly untenantable" if 20% or more of the space is deemed unlivable.

30. **ASSIGNMENT, SUBLETTING, AND OCCUPANCY:** Tenant(s) may not assign this Lease or sublet any portion of the Premises without the Landlord's prior written consent, which shall not be unreasonably withheld. The Landlord reserves the right to evaluate proposed assignees and subtenants using the same criteria applied to prospective Tenant(s). Approval of an assignment or sublet does not release Tenant(s) from their obligations under this Lease, including rent payments. Unless expressly authorized by the Landlord, only the individuals listed as Tenant(s) or Occupant(s) in this Lease are permitted to reside in the Premises

31. **ABANDONMENT:** If, during the Lease term, the Landlord reasonably believes in good faith that Tenant(s) has abandoned the Premises and rent remains unpaid, the Landlord may enter the Premises and remove any remaining possessions without liability, unless prohibited by local ordinance. Abandonment is presumed if rent is unpaid for fifteen (15) days past the due date and either

    a. A significant portion of the Tenant(s)' belongings have been removed, or
    b. Acquaintances or other reliable sources inform the Landlord that Tenant(s) has vacated with no intention of returning.

    If Tenant(s) abandons or surrenders the Premises at any time while leaving personal property behind, the Landlord may dispose of the belongings at their discretion, and Tenant(s) shall be responsible for reimbursing the Landlord for any related costs.

32. **HOLDING OVER:** Tenant(s) must vacate the Premises on or before the Lease End Date. If Tenant(s) remains in possession without the Landlord's written consent, the Landlord has thirty (30) days from the Lease's expiration to file for possession. If the Landlord does not initiate legal action within that period, the tenancy will automatically convert to a month-to-month arrangement, subject to all terms of the original Lease. However, rent will increase by fifty percent (50%) starting the day after the Lease End Date, regardless of whether legal action is taken or the tenancy transitions to month-to-month. The Landlord's acceptance of rent payments during the thirty (30) days following Lease expiration does not waive their right to seek possession. Additionally, Tenant(s) shall be responsible for any damages resulting from the unauthorized holdover.

33. **LIMITED CANCELLATION RIGHTS:**

    a. Tenant(s) who has occupied the Premises for more than thirteen (13) months may terminate this Lease with sixty (60) days' written notice to the Landlord if:

i. The Tenant(s) becomes eligible for a subsidized rental unit in senior citizen housing and provides the Landlord with written proof; or
ii. The Tenant(s) is certified by a physician in a notarized statement as being incapable of living independently.

b. If the Tenant(s) signs this Lease while in military service or enters military service after signing the Lease (or if someone signs on their behalf) and later receives military orders for a permanent change of station or deployment for at least ninety (90) days, they may terminate the Lease at any time following entry into military service or receipt of orders, in accordance with the Servicemembers Civil Relief Act (50 USC 3955(b)).

c. Tenant(s) who has a reasonable fear of immediate danger to themselves or their child due to domestic violence, sexual assault, or stalking may have special statutory rights to seek release from rental obligations under applicable law.

d. If the Tenant(s)' employer relocates or changes the Tenant(s)' job assignment, requiring them to work at least 100 miles farther from the Premises than their original work location, the Tenant(s) may terminate the Lease with two (2) months' written notice to the Landlord, along with proof from the employer. A voluntary job change does not qualify for lease termination. Similarly, if the Landlord's job is relocated, requiring them to move back to the Premises, the Landlord may terminate the Lease with two (2) months' written notice to the Tenant(s). These notices do not need to align with the rental period.

The right to cancel under this section applies only to the specific Tenant affected, and the Lease, including any joint liability, remains in effect for any remaining Tenant(s).

34. **WAIVER OF SUBROGATION:** Each Party agrees to release the other from any liability for loss, damage, or injury resulting from fire or other casualties, provided that the loss is covered by an insurance policy that allows for a waiver of liability and waives the insurer's right of subrogation. This waiver applies only to the extent that the insured party receives compensation under such an insurance policy.

35. **NON-LIABILITY:** The Landlord shall not be responsible for any accidents or injuries sustained by Tenant(s), their family members, guests, or invitees on the leased Premises, unless such harm results from the Landlord's gross negligence or failure to fulfill a legal duty. Tenant(s) agree to indemnify and hold the Landlord harmless from any related claims. The Landlord strongly recommends that Tenant(s) obtain renter's insurance at their own expense.

36. **LEAD-BASED PAINT DISCLOSURE:** For homes constructed before 1978, federal regulations require the Landlord to provide Tenant(s) with an EPA-approved pamphlet on lead-based paint hazards and disclose any known presence of lead-based paint or related hazards. Tenant(s) acknowledge receipt of the lead-based paint and lead-based paint hazard disclosure form:

a. **Presence of lead-based paint and/or lead-based paint hazards (Landlord must check one):**

☐ Landlord has knowledge of lead-based paint and/or lead-based paint hazards in the housing.
☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the

housing.

b. **Records and reports available to the Landlord (check one):**

☐ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

c. **Tenant Acknowledgment (check both):**

☐ Tenant has received the EPA pamphlet Protect Your Family From Lead in Your Home.
☐ Tenant has received the records and reports listed above (if any).

d. **Agent Certification (if applicable):**

☐ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of the agent's responsibility to ensure compliance**.**

37. **EMINENT DOMAIN:** If a public authority acquires all or any portion of the Premises through eminent domain, the Lease shall terminate for the affected portion as of the date the authority takes possession. Tenant(s) shall be responsible for rent payments up to that date. If the partial taking significantly impacts the Premises' intended use, Tenant(s) may either:

    a. Terminate the Lease as of the effective date of the taking, or
    b. Continue occupancy of the remaining portion under the existing Lease terms, with rent reduced proportionally to the space taken. In this case, the Landlord will make reasonable efforts to restore the remaining portion to a habitable condition.

    All compensation awarded for the taking shall belong to the Landlord. Tenant(s) must provide written notice of their decision within fifteen (15) days of the taking's effective date. If no notice is given, the tenancy will be presumed terminated, and the Lease will be considered expired as of the date the public authority takes possession.

38. **ENTIRE AGREEMENT:** This Lease constitutes the complete and final agreement between the Parties, entered into voluntarily. No prior discussions, proposals, negotiations, or representations are considered part of this Lease unless expressly stated in writing. The Tenant(s)' Application to Lease is incorporated into this Lease, and Tenant(s) affirm that the information provided in the application was and remains accurate. Tenant(s) also agree to promptly notify the Landlord in writing of any changes to their phone numbers or employer information.

39. **REIMBURSEMENT:**

40. HOUSE GUESTS

41. **OTHER:**

42. **ATTACHMENTS:** All Disclosures, Addendums, and/or Rules and Regulations referenced in the attached checklist are hereby incorporated into and made part of this Lease.

SIGNATURES:

Landlord Signature

Name

Date

Tenant Signature

Name

Date

Tenant Signature

Name

Date