

# **NORTH DAKOTA HOUSING RULES**

- o Report problems immediately to your supervisor!
- o No smoking inside. If you smoke outside, please dispose of your cigarette butts properly!
- o No drugs! No parties! No public intoxication! Keep drinking to a minimum.
- No guns or weapons of any kind!
- o No fighting or rough housing. You break it, you buy it!
- o Keep profane language to a minimum.
- o No modify/altering anything without authorization. Including hanging/mounting things to walls!
- o No pets
- o Do not removing anything from rooms not assigned to you. (furniture, belongings, etc.)
- o Only employees are allowed to stay overnight unless authorized.
- o Keep the noise down after 10pm. Keep noise level to a minimum all the time.
- Take your boots and wet/muddy clothing off at the door!
- o Clean up after yourself! Everything should be cleaned thoroughly at least once a week!
- o Respect each other. Treat others as you would like to be treated.
- o Do not bring oily/greasy parts inside to work on them.
- o If your clothes are overly muddy/greasy, then take them to the laundry mat!
- o Do not use bleach in the washing machine or for cleaning! It doesn't agree with the septic.
- o Only use septic safe toilet paper and keep water use to a minimum.
- o Label your food if you don't want someone else to eat it.
- o Do not barbeque within 10 feet of buildings! Do not use charcoal, only gas!
- o Park your vehicle where you will not be blocking others.
- o Keep the driveway/walkway clear of snow/ice. This is the responsibility of EVERYONE!!!
- Keep the temperature at a moderate level to help save on heating/cooling costs.
- Do not make copies of keys!
- Turn the lights off before you leave!

# **ACKNOWLEDGMENT OF RECEIPT**

l,	, have read and understand the Line Finders North
Dakota Housing Rules. I hereby acknowledge and	agree to the rules above and realize that disciplinary
action can and will be taken if I am in violation at any	time during my employment with Line Finders, LLC.
Signature:	/ Date://

# RESIDENTIAL TENANCY AGREEMENT

THIS L	EASE (the "Lease") dated this	day of	, 2015		
BETW	EEN:				
Line Finders, LLC  Address: 2201 Mitchell Ave, Gillette, WY 82718  Telephone: 3076858354 Fax: 3076858356  (the "Landlord")					
			OF THE FIRST PART		
- AND -					
	Name:		(the "Tenant")		
	Address:				
	Telephone: ( )	-			
			OF THE SECOND PART		
S					
<b>IN CONSIDERATION OF</b> the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:					
	Leased Premises				
1.	The Landlord agrees to rent to the Tenant the room in the house municipally described as 2517 132nd C Ave NW, UNIT #, Arnegard ND 58835, (the 'Premises') for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.				
2.	Subject to the provisions of this Le Premises without the prior written				

3. No guests of the Tenants may occupy the Premises for longer than one week without the prior

4. No pets or animals are allowed to be kept in or about the Premises.

written consent of the Landlord.

- Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
- 6. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear expected, the following furnishings: Twin Bed, Washer/Dryer, Refrigerator, Table w/ 4 Chairs, Satellite TV Connection.
- 7. The Tenant agrees and acknowledges that the Premises have been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the Premises nor permit any guests or visitors to smoke in the Premises.

#### Term

8. The term of the Lease is a periodic tenancy commencing at on the date listed at the top of page 1 of this agreement and continuing on a month-to-month basis until either the Landlord or the Tenant terminate the tenancy.

#### Rent

- 9. Subject to the provisions of this Lease, the rent for the Premises is \$250.00 per month (\$115.39 per paycheck biweekly), which includes any charge for the Parking (collectively the 'Rent'), unless specifically agreed upon otherwise in writing.
- 10. The Tenant will pay the Rent on or before the Bi-Weekly Pay Period of each and every month of the term of this Lease to the Landlord at Automatic withdrawal from pay, after taxes, or at such other place as the Landlord may later designate.
- 11. The Landlord may increase the Rent for the Premises upon providing to the Tenant the greater of 30 day notice and any notice required by the Act.

## **Quiet Enjoyment**

12. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

# **Inspections**

- 13. The Tenant acknowledges that the Tenant inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
- 14. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers upon the greater of 0 hours' notice to the Tenant and any notice required by the Act.

# **Tenant Improvements**

- 15. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises:
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

#### Insurance

- 16. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.
- 17. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss.
- 18. The Tenant is not responsible for insuring the Premises for either damage or loss to the structure, mechanical or improvements to the building of the Premises, and the Tenant assumes no liability for any such loss.
- 19. The Tenant is not responsible for insuring the Premises for liability insurance, and the Tenant assumes no liability for any such loss.

#### **Attorney Fees**

20. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

# **Governing Law**

21. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of North Dakota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

# **Severability**

22. If there is a conflict between any provision of this Lease and the applicable legislation of the State of North Dakota (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

#### Assignment and Subletting

23. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether

by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

## **Additional Provisions**

24. This low cost housing is provided to employees of Line Finders, LLC If at any time an employee is terminated or leaves employment, then he/she must vacate the premises within 1 hour. Remainder of month's rent will be taken from final paycheck. Failure to give a written 2 week notice of intent to leave employment with Line Finders will also result in an additional month's rent charge taken from final paycheck.

## **Care and Use of Premises**

- 25. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.
- 26. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
- 27. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 28. The Tenant will keep the Premises reasonably clean.
- 29. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 30. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 31. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
- 32. Boots and rubbers which are soiled or wet should be removed at the entrance to the building in which the Premises are located and taken into the Tenant's Premises.
- 33. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

## **Hazardous Materials**

34. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

#### **Rules and Regulations**

35. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use

of the Tenant in and around the building containing the Premises.

# **Lead Warning**

36. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

## **Mediation and Arbitration**

37. If any dispute relating to this Lease between the Landlord and the Tenant is not resolved through informal discussion within fourteen days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both the Landlord and the Tenant. The cost of any mediations or arbitrations will be paid by the Tenant.

#### **Address for Notice**

38. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:

a. the address of the Tenant is the Premises during this tenancy, and

- after this tenancy is terminated. The phone number of the Tenant is
  \_\_\_\_\_\_, and the email of the Tenant is
  \_\_\_\_\_\_; and
- b. the name of the Property Manager is Line Finders, LLC (307-685-8354) and the address of the Property Manager is 2201 Mitchell Ave, Gillette, WY 82718, both during this tenancy and after the Lease is terminated; and
- c. the address of the Landlord is 2201 Mitchell Ave, Gillette, WY 82718, both during this tenancy and after the Lease is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

# **General Provisions**

- 39. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 40. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 41. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

liable for each other's acts, omissions and liabilities purs	uant to this Lease.	
IN WITNESS WHEREOF	_ has duly signed and Line Finders, LLC	
has duly affixed its signature by a duly authorized officer on this	day of	, 2015.
Tenant Signature		
Line Finders, LLC		
Line i muers, LLO		
Signature		
Printed Name		
Witness		
Signature		
Printed Name		
The Tenant will receive a dunlicate conv of this Lease signed by	the Tenant and the Land	Nord within 1

The Tenant will receive a duplicate copy of this Lease signed by the Tenant and the Landlord within 1 week of signing.