

NORTH DAKOTA SUBLEASE AGREEMENT

Written in accordance with ND §§ 47-16-01 to 47-16-41 "Leasing of Real Property"

This sublease agreement is to sublet real property according to the terms below.

The sublessor agrees to sublet, and the subtenant agrees to take the premises described below. Both parties agree to keep, perform, and fulfill the promises, conditions and agreements expressed below:

1. **SUBLESSOR:** The sublessor is:_____.

2. **SUBTENANT:** The subtenant is:_____.

3. **PREMISES:** The location of the premises is: _____
_____.

4. **TERM:** The term of this sublease is _____, beginning _____, 20____ and ending _____, 20_____.

5. **RENT PAYMENTS:** The rent is \$_____per month, payable in advance on the _____ day of the month. The rent is payable to _____ located at _____, ND _____ (ZIP).

6. **AGREEMENT TERMINATION:** The sublease agreement will terminate on _____, 20____. There shall be no holding over under the terms of this sublease agreement under any circumstances.

7. **UTILITIES:** All charges for utilities connected with premises which are to be paid by the sublessor under the master lease shall be paid by the subtenant for the term of this sublease.

8. **PROPERTY CONDITION:** Subtenant agrees to surrender and deliver to the sublessor the premises and all furniture and decorations within the premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. The subtenant will be liable to the sublessor for any damages occurring to the premises or the contents thereof or to the building which are done by the subtenant or his guests.



9. **DEPOSIT:** Subtenant agrees to pay sublessor a deposit of \$_____ to cover damages beyond normal wear and tear, unpaid rent, and unpaid utilities. Sublessor agrees that if the premises and contents thereof are returned to him/her in the same condition as when received by the subtenant, reasonable wear and tear thereof excepted, and if there is no unpaid rent or unpaid utility bills owed by the subtenant, he/she will refund to the subtenant \$_____ at the end of the term, or within 30 days thereafter. Any reason for retaining a portion of the deposit shall be explained in writing within 30 days to the subtenants.

10. **INVENTORY FORM:** At the time of the taking possession of the premises by the subtenant, the sublessor will provide the subtenant with an inventory form within _____ days of taking possession.

11. **ORIGINAL LEASE:** The sublease agreement incorporates and is subject to the original lease agreement between the sublessor and his lessor, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The subtenant agrees to assume all of the obligations and responsibilities of the sublessor under the original lease for the duration of the sublease agreement.

12. **OTHER TERMS AND CONDITIONS:** _____

13. **SOLE AGREEMENT:** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto. (Any oral representations made at the time of executing this lease are not legally valid, and therefore, are not binding upon either party).

14. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of North Dakota.

15. **CONSTRUCTION:** The words "sublessor" and "subtenant" as used herein include the plural as well as the singular. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

16. **PARENTAL/GUARDIAN GUARANTEE:** If the subtenant is under 18 years of age, then his/her legal guardian or parent guarantees and agrees to perform all of the terms, covenants and conditions of this sublease by affixing his signature.

17. **ACKNOWLEDGEMENT OF COPY RECEIVED:** Each party signing this sublease acknowledges receipt of a copy thereof.

18. **LANDLORD APPROVAL:** This sublease is not binding upon either party unless approved by the landlord as provided below, provided such approval is



required by the original lease.

The parties hereby bind themselves to this agreement by their signatures affixed below on this _____ day of _____, 20_____.

SUBLESSOR(S) PRINTED NAME(S):

- 1. _____
- 2. _____
- 3. _____

SIGNATURE(S) OF SUBLESSOR(S):

- 1. _____
- 2. _____
- 3. _____

SUBTENANT(S) PRINTED NAME(S):

- 1. _____
- 2. _____
- 3. _____

SIGNATURE(S) OF SUBTENANT(S):

- 1. _____
- 2. _____
- 3. _____

(Include parent or guardian signature, if subtenant is under 18 years of age.)

I hereby give my consent as landlord to subletting of the above described premises as set out in this sublease agreement.

Printed Name of Landlord or Agent:

Signature of Landlord or Agent:

ORIGINAL LEASE ATTACHED: _____ Yes _____ No

INVENTORY CHECK ATTACHED: _____ Yes _____ No

