

North Dakota Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This North Dakota Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of \${ProratedRent}.
8. **SECURITY DEPOSIT.** Per N.D.C.C. § 47-16-07.1:
 - A. **Amount.** Tenant shall deposit with Landlord the amount of \${SecurityDeposit} as a security deposit against any breach of this Agreement by Tenant. **Per law, Landlord may not demand or**

receive security, however denominated, in an amount or value in excess of one month's rent; except, Landlord may accept an amount or value up to two month's rent, as security, from an individual convicted of a felony offense as an incentive to rent the property to the individual.

- B. **Interest-bearing Account.** Landlord shall deposit the security deposit in a federally insured interest-bearing savings or checking account for the benefit of Tenant. The security deposit and any interest accruing on the deposit must be paid to Tenant upon termination of this Agreement, subject to the conditions of subsection (C).
- C. **Allowable Charges.** Landlord may apply security deposit and accrued interest upon termination of this Agreement towards:
- i. any damages Landlord has suffered by reason of deteriorations or injuries to the Premises by Tenant's pet or through the negligence of Tenant or Tenant's guest;
 - ii. any unpaid rent; and
 - iii. the costs of cleaning or other repairs which were the responsibility of Tenant, and which are necessary to return the Premises to its original state when Tenant took possession, reasonable wear and tear excepted.
- D. **Return Of Security Deposit.** Application of any portion of a security deposit not paid to Tenant upon termination of this Agreement must be itemized by Landlord. Such itemization together with the amount due must be delivered or mailed to Tenant at the last address furnished to Landlord, along with a written notice within **30 days** after termination of this Agreement and delivery of possession by Tenant. The notice must contain a statement of any amount still due to Landlord or the refund due to Tenant. Landlord is not required to pay interest on security deposits if the period of occupancy was less than nine months in duration. Any amounts not claimed from Landlord by Tenant within one year of the termination of this Agreement are subject to the reporting requirements of N.D.C.C. § 47-30.2-04.
- E. **Penalties.** Landlord is liable for treble damages for any security deposit withheld without reasonable justification.
9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for

failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.**

A. **Restrictions.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

B. **Pet Security Deposit.** Per N.D.C.C. § 47-16-07.1(2), Landlord may charge Tenant a pet security deposit for keeping an animal that is not a service animal or companion animal required by Tenant with a disability as a reasonable accommodation under fair housing laws. A pet security deposit may not exceed the greater of \$2,500 or an amount equivalent to two months' rent. The pet security deposit shall be in addition to and handled the same as any security deposit described in this Agreement.

C. **Documentation For Service Animal.** Per N.D.C.C. § 47-16-07.5, Landlord may require reliable supporting documentation be provided by Tenant, if Tenant asserts a disability requiring a service animal or assistance animal be allowed as an accommodation on the Premises under any provision of law. Reliable supporting documentation may be provided by a physician or medical professional who does not operate in this state solely to provide certification for service or assistance animals. Reliable supporting documentation must confirm Tenant's disability and the relationship between Tenant's disability and the need for the requested accommodation. Landlord may not require supporting documentation from Tenant if Tenant's disability or disability-related need for a service animal or assistance animal is readily apparent or already known to Landlord.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Notice; Presumed Renewal.** At least **one month** prior to the end of the Agreement Term, either Landlord or Tenant may provide the other party with written notice of intention to terminate this Agreement. If neither party gives one month's written notice to the other, this Agreement is deemed to be renewed as a month-to-month tenancy per N.D.C.C. § 47-16-06 and N.D.C.C. § 47-16-15(1).

B. **Month-to-Month Tenancies.**

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **one month's** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **one month's** written notice to Landlord.

C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **double the monthly rental amount of** \${MonthlyRent} under this Agreement,

computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as a result of Tenant's holdover.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Per N.D.C.C. § 47-16-07, Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **30 days'** written notice to Tenant. Per N.D.C.C. § 47-16-15(3), if Landlord changes the agreement terms pursuant to this section, Tenant may terminate this Agreement at the end of the month by giving Landlord at least **25 days'** notice.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **CONDITION OF THE PREMISES.**
Per N.D.C.C. § 47-16-07.2, Landlord shall provide Tenant with a statement describing the condition of the facilities in and about the Premises at the time of entering this Agreement. The statement shall be agreed to and signed by Landlord and Tenant. The statement shall constitute prima facie proof of the condition of the facilities and the Premises at the beginning of this Agreement.
17. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
18. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
19. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Per N.D.C.C. § 47-16-13.1:
 - i. Landlord shall:
 - a. comply with the requirements of applicable building and housing codes materially affecting health and safety;
 - b. make all repairs and do whatever is necessary to put and keep the Premises in a fit and habitable condition;
 - c. keep all common areas of the Premises in a clean and

safe condition;

- d. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
 - e. provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the Premises and arrange for their removal;
 - f. supply running water and reasonable amounts of hot water at all times and reasonable heat, except if the building that includes the Premises is not required by law to be equipped for that purpose or if the Premises is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection or if the water or heat is unavailable due to supply failure by a public utility.
- ii. In case of noncompliance with the requirements of subsections (b) through (f) above, a reasonable time shall be allowed to remedy such noncompliance.
 - iii. If the duty imposed by subsection (a) is greater than any duty imposed by any other subsection of (A)(i), Landlord's duty shall be determined by reference to subsection (a).

B. Tenant's Responsibilities. Per N.D.C.C. § 47-16-13.2, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- ii. keep that part of the Premises that Tenant occupies and uses as clean and safe as the condition of the Premises permit;
- iii. periodically remove all ashes, garbage, rubbish, and other waste from the Premises, and dispose of them in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the Premises;
- vi. not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so; and
- vii. conduct oneself and require other persons on the Premises

with Tenant's consent to conduct themselves in a manner that will not disturb the Tenant's neighbors' peaceful enjoyment.

C. Maintenance Responsibilities by Written Agreement. Per N.D.C.C. § 47-16-13.1(4)-(6):

- i. If the Premises is a single-family residence, Landlord and Tenant may agree in writing that Tenant perform Landlord's duties specified in subsections (e) and (f) of subsection (A)(i) and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith.
- ii. If the Premises is other than a single-family residence, Landlord and Tenant may agree that Tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:
 - a. the agreement of the parties is entered into in good faith and is set forth in a separate writing signed by the parties and supported by adequate consideration;
 - b. the work is not necessary to cure noncompliance with subsection (e) of subsection (A)(i); and
 - c. the agreement does not diminish or affect the obligation of Landlord to other tenants.
- iii. Landlord may not treat performance of the separate agreement described in subsection (C)(i) as a condition to any obligation or performance of this Agreement.

20. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

21. REPAIRS AND ALTERATIONS.

A. **In General.** N.D.C.C. § 47-16-10 states that Tenant must repair all deteriorations or injuries thereto occasioned by the Tenant's ordinary negligence. Notwithstanding the foregoing and except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises,

or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

- C. **Tenant's Right to Repair and Deduct.** Per N.D.C.C. § 47-16-13, if within a reasonable time after notice from Tenant to Landlord of dilapidations which Landlord ought to repair and Landlord neglects to do so, Tenant may:
- i. repair the Premises and deduct the expense of such repair from the rent;
 - ii. recover it in any other lawful manner from Landlord; or
 - iii. vacate the Premises, in which case Tenant shall be discharged from further payment of rent or performance of other conditions.

22. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

23. **RULES AND REGULATIONS.**

A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises.

They are enforceable against Tenant only if:

- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- ii. they are reasonably related to the purpose for which they are adopted;
- iii. they apply to all tenants in the property in a fair manner;
- iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
- v. they are not for the purpose of evading the obligations of Landlord; and
- vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given

to Tenant and it does not work a substantial modification of this Agreement.

24. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
25. **ABANDONMENT.**
- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.
 - B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.
 - C. **Personal Property.** Per N.D.C.C. § 47-16-30.1, property with a total estimated value of not more than \$2,500 which is left on the Premises may be retained by Landlord and disposed of without legal process 28 or more days after Landlord received actual notice that Tenant has vacated the Premises or 28 or more days after it reasonably appears to Landlord that Tenant has vacated the Premises. Landlord is entitled to the proceeds from the sale of the property. Landlord may recover, from Tenant's security deposit, any storage and moving expenses in excess of the proceeds from the sale incurred in disposing of the property. If Landlord removes the abandoned property from the Premises after a judgment of eviction has been obtained and the special execution has been served, Landlord has a lien upon the property for the reasonable amount of any storage and moving expenses and may retain possession of the property until the charges have been paid. The lien does not have priority over a prior perfected security interest in the property.
26. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per N.D.C.C. § 47-16-07.3, Landlord may enter the Premises:
- A. at any time in case of emergency or if Landlord reasonably believes Tenant has abandoned the Premises, or Landlord reasonably believes Tenant is in substantial violation of the provisions of this Agreement; and
 - B. only during reasonable hours, and in a reasonable manner, for the purpose of inspecting the Premises; for making necessary or agreed repairs, decorations, alterations, or improvements; for supplying necessary or agreed services; or for exhibiting the Premises to actual

or potential purchasers, insurers, mortgagees, real estate agents, tenants, workmen, or contractors. Unless it is impractical to do so Landlord shall first notify and receive the consent of Tenant which shall not be unreasonably withheld, which consent shall identify a time certain. Landlord shall not abuse the right of access or use it to harass or intimidate Tenant.

For the purposes of this section, consent shall be presumed from failure to object to access after notice of intent to enter at a time certain has been given. Notice may be given by personal service, by posting the notice in a conspicuous place in or about the Premises for a reasonable period of time, or by any other method which results in actual notice to Tenant.

27. **NOTICE OF ADVERSE PROCEEDINGS TO LANDLORD.** Per N.D.C.C. § 47-16-25, if Tenant receives notice of any proceeding to recover the Premises, Tenant must inform Landlord immediately of the notice and deliver the notice to Landlord. Tenant shall be responsible to Landlord for all damages which Landlord may sustain by reason of any omission by Tenant to inform Landlord of the notice or to deliver it to Landlord, if such notice is in writing. The attornment to a stranger is void unless made with the consent of Landlord or in consequence of a judgment of a court of competent jurisdiction.
28. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
29. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
30. **GROUNDS FOR TERMINATION OF THE TENANCY.**
 - A. **Termination by Landlord.** Landlord may terminate this Agreement if:
 - i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant misrepresents any material fact on Tenant's rental application;
 - iii. Landlord enters into this Agreement in reliance on fraudulent misrepresentation by Tenant, per N.D.C.C. § 47-16-07.4;

- iv. Tenant uses or permits a use of the Premises in a manner contrary to this Agreement or does not make such repairs as Tenant is bound to make within a reasonable time after a request is made, per N.D.C.C. § 47-16-16; or
- v. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. Tenant enters into this Agreement in reliance on fraudulent misrepresentation by Landlord, per N.D.C.C. § 47-16-07.4;
- ii. the Premises is destroyed, per N.D.C.C. § 47-16-14(4);
- iii. Landlord does not fulfill Landlord's obligations, if any, within a reasonable time after request, as to placing and securing Tenant in the quiet possession of the Premises, or putting it into a good condition, or repairing it, per N.D.C.C. § 47-16-17(1);
- iv. the greater part of the Premises perishes from any cause other than the ordinary negligence of Tenant, per N.D.C.C. § 47-16-17(2);
- v. Tenant is a victim of domestic violence as defined in section N.D.C.C. § 14-07.1-01 or fears imminent domestic violence against Tenant or Tenant's minor children if Tenant or Tenant's minor children remain in the Premises, per N.D.C.C. § 47-16-17.1;
- vi. upon the death of a Tenant and at the option of any surviving Tenant or of the estate of the decedent, per N.D.C.C. § 47-16-18; or
- vii. otherwise provided by law.

- 31. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
- 32. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
- 33. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
- 34. **EMINENT DOMAIN.** If any part of the Premises is condemned through power

of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.

35. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
36. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}