



Episcopal Diocese of North Dakota
RECTORY USE AGREEMENT

This Rectory Use Agreement is made on _____ (date).

BETWEEN

_____, whose address is _____ referred to as the
"Owner,"

AND

_____, whose address is _____ referred to as the
"Resident."

1. **Premises.** The Owner does hereby allow the Resident to occupy the following described premises: the property known as The Rectory located at _____.
2. **Term.** This agreement is for a term of _____ years commencing on _____, and ending _____.
3. **Use.** The Premises are to be used and occupied only and for no purpose other than a single family residence. Only Resident signing this agreement and family of that Resident may live in the Property. The Resident will notify the Owner of any additional (extended) family members living in the Property. The Resident will not, and will not allow others, to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any business or professional purpose or any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.
4. **Care and Maintenance.** The Resident has examined the premises and has entered into this agreement without any representation on the part of the Owner as to the condition thereof. The Resident shall take good care of the premises and shall maintain the premises, at the Resident's expense, including but not limited to:
 - a. Routinely change furnace filters.
 - b. Routinely test smoke alarms and carbon monoxide testers.
 - c. Routinely change the water filter, if applicable.
 - d. Routinely change the refrigerator filter, if applicable.
 - e. Routinely add softener salt to the water softener, if applicable.
 - f. Replacement of light bulbs.
 - g. Routinely verify the sump pump(s) are in working order.
 - h. Maintain the sidewalks, walkways, driveways, yards, entrances, hallways and stairs free from debris, trash, and refuse.
 - i. Responsible for yard maintenance (i.e. lawn mowing) in a manner consistent with the neighborhood appearance.
 - j. Responsible for snow removal (sidewalks, driveways, etc.).
 - k. Maintain gutters and downspouts free from debris.
 - l. Upon winter, disconnect garden hoses from any outside faucet to keep from freezing.

Upon the end of this agreement, the Resident shall deliver up the premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Resident, excepted.

5. **Repairs.** When repairs, due to normal wear and tear (structural, electrical, plumbing, etc.), to the premises are needed, the Resident shall contact the designated person at _____. The designated person shall be appointed by the Vestry at _____ and is subject to change. At the time of this agreement, such designated person is _____. The designated person shall assess the repairs and see to it the repairs are done via a licensed contractor. The designated person shall contact the Owner and repairs to the premises shall be at the Owner's expense. Damage caused by Resident will be repaired at Resident's expense.
6. **Alterations and Improvements.** No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the premises, without the written consent of the Owner. Unless otherwise provided herein, all such alterations, additions or improvements when made, installed in or attached to the said premises, shall belong to and become the property of the Owner and shall be surrendered with the premises and as part thereof upon the expiration or sooner termination of this agreement, without hindrance, molestation or injury. All changes or additions made without the Owner's written consent shall be removed by the Resident on demand.
7. **Signs.** Any signs shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.
8. **Compliance with Laws etc.** The Resident shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the said premises, their use and occupancy, and shall promptly comply with all orders, regulations requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Resident's own cost and expense. Resident shall be responsible for the maintenance of all smoke alarms, fire alarms, extinguishers as required by local and state fire codes and insurance regulations.
9. **Pets.** No dogs or other pets are allowed without the written consent of the Owner. If consent is given, the Resident agrees to the following:
- a. To keep their pet under control at all times.
 - b. To keep their pet restrained, but not tethered, when it is outside their dwelling.
 - c. To adhere to local ordinances, including leash and licensing requirements.
 - d. Not to leave their pet unattended for any unreasonable periods.
 - e. To clean up after their pet and to dispose of their pet's waste properly and quickly.
 - f. Not to leave food or water for their pet or any other animal outside their dwelling where it may attract other animals.
 - g. To keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any such behavior.
 - h. To provide their pet with regular health care, to include inoculations as recommended.
 - i. To provide their pet with an identification tag.
 - j. To pay immediately for any damage, loss, or expense caused by their pet, and in addition, they will pay \$500.00 pet security deposit, any of which may be used for cleaning or repairs when Resident vacates. This deposit, or what remains of it when pet damages have been assessed, will be returned to Resident within ten (10) days after the Resident has vacated the premises.
 - k. That the Owner reserves the right to revoke permission to keep the pet should the Resident not abide by the pet rules.
 - l. If anytime during the duration of this agreement the Resident decides to add a pet to the household, the Resident must have written permission from the Owner and pay the security deposit.

10. **Assignment and Subleasing.** The Resident may not, without the written consent of the Owner, assign, mortgage or hypothecate this Agreement.
11. **Insurance.** The Owner shall provide property and liability insurance for the premises. The Owner's insurance will not cover the Resident's personal property (i.e. furnishings). The Resident, at Resident's own cost and expense, should obtain insurance for their personal property.
12. **Indemnification.** The Resident also agrees to and shall hold harmless and indemnify the Owner from and for any and all payments, expenses, costs, attorneys and fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Resident or the Resident's agents, employees, guests, licensees, invitees, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy or business of the Resident, even if such damage or injury is allegedly caused or contributed to by any act or omission of the Owner.
13. **Mortgage Priority.** This Agreement shall not be a lien against the said premises with respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgages shall have preference and be superior and prior in lien to this Agreement, irrespective of the date of recording. The Resident agrees to execute any instruments, without cost, which may be deemed necessary, to further effect the subordination of this Agreement to any such mortgages. A refusal by the Resident to execute such instruments is a violation and shall entitle the Owner to cancel this Agreement.
14. **Condemnation Eminent Domain.** If any portion of the premises of which the agreed premises are a part shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Owner shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this Agreement, at the option of the Owner, shall terminate, and the term hereof shall end as of such date as the Owner shall fix by notice in writing. The Resident shall have no claim or right to claim or be entitled to any portion of any amount that may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. All rights of the Resident to damages, if any, are hereby assigned to the Owner. The Resident agrees to execute and deliver any instruments, at the expense of the Owner, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises of any portion thereof. The Resident agrees to vacate the said premises, remove all of the Resident's personal property therefrom and deliver up peaceable possession thereof to the Owner or to such other party designated by the Owner. The Resident shall repay the Owner for such costs, expenses, damages and losses as the Owner may incur by reason of the Resident's breach hereof.
15. **Fire and Other Casualty.** In case of fire or other casualty, the Resident shall give immediate notice to the Owner. If the premises shall be partially damaged by fire, the elements or other casualty, the Owner shall repair the same as speedily as practicable. The provisions of this clause shall not become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Resident or the Resident's agents, employees, guests, licensees, invitees, assignees or successors. In such case, the Resident's liability for the payment of repair and the performance of all the covenants, conditions and terms hereof on the Resident's part to be performed shall continue and the Resident shall be liable to the Owner for the damage and loss suffered by the Owner.
16. **Reimbursement of Owner.** If the Resident shall fail or refuse to comply with any of the terms and conditions of this Agreement, the Owner may carry out and perform such conditions at the cost and expense of the Resident,

which amounts shall be payable on demand to the Owner. This remedy shall be in addition to such other remedies as the Owner may have by reason of the breach by the Resident of any of the terms and conditions of this Agreement.

- 17. Inspection.** The Resident agrees that the Owner and the Owner's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, upon reasonable notice, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Owner nor be construed to create an obligation on the part of the Owner to make such inspection or repairs.

The Resident must notify the Owner if the Resident will be away for ten (10) days or more. In case of an emergency or during the Resident's absence, the Owner may enter the premises without the Resident's consent.

- 18. Events of Default; Remedies Upon Resident's Default.** If there should occur any default on the part of the Resident in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Resident be evicted, the Owner, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the said premises.

- 19. Termination on Default.** If an event of default occurs, the Owner may, at any time thereafter, terminate this Agreement and the term hereof, upon giving to the Resident, five (5) days' notice in writing, of the Owner's intention so to do. Upon the giving of such notice, this Agreement and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this Agreement for the expiration hereof; and the Owner shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damage.

- 20. Non-Liability of Owner.** The Owner shall not be liable for any damage or injury which may be sustained by the Resident or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, alarm, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Resident, Resident's family, or any other Resident's agents, employees, guests, licensees, invitees, assigns or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Owner, of any services to be furnished or supplied by the Owner. This limitation on the Owner's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Owner or of the Owner's agents, employees, guests, licensees, invitees, assignees or successors.

- 21. Non-Waiver by Owner.** The various rights, remedies, options and elections of the Owner, expressed herein, are cumulative. The failure of the Owner to enforce strict performance by the Resident of the conditions and covenants of this Agreement or to exercise any election or option, or to resort or have recourse to any remedy herein conferred shall not be construed or deemed to be a waiver or a relinquishment for the future by the Owner of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

- 22. Non-Performance by Owner.** This Agreement and the obligation of the Resident to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Owner's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of

negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Owner.

23. **Validity of Agreement.** The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
24. **Notices.** All notices required under the terms of this Agreement shall be given and shall be complete by mailing to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. Notices to the Owner may be sent to _____.
25. **Title and Quiet Enjoyment.** The Owner covenants and represents that the Owner is the owner of the premises and has the right and authority to enter into, execute and deliver this Agreement; and does further covenant that the Resident performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the agreed premises for the term aforementioned.
26. **Entire Contract.** This Agreement contains the entire contract between the parties. No representative, agent or employee of the Owner has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Owner and Resident.
27. **Liens.** If any construction or other liens shall be created or filed against the agreed premises by reason of labor performed or materials furnished for the Resident in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Resident shall upon demand, at the Resident's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed. Failure so to do, shall entitle the Owner to resort to such remedies as are provided herein in the case of any default of this Agreement, in addition to such as are permitted by law.
28. **Estoppel Certificates.** The Resident will at any time and from time to time upon not less than 5 days' prior notice by the Owner, execute, acknowledge and deliver to the Owner or by other party specified by the Owner, a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications) and stating whether or not, to the knowledge of the signer of such certificate, the Resident or the Owner is in default in performance of any covenant, agreement or condition contained in this Agreement, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Owner or the intended recipient of such certificate may reasonably request.
29. **Conformation with Laws and Regulations.** The Owner may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth herein at length in this Agreement.
30. **Number and Gender.** In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

- 31. Liability for Property Taxes.** Owner shall be liable for any property taxes assessed against the premises by state or municipal taxing authorities as a result of the use of the premises by Resident.
- 32. Rules and Regulations.** The Resident shall comply with the following rules for the safety and care of the Property:
- a. No smoking is allowed inside the dwelling or garage on the Property.
 - b. Nothing may be placed on the outside wall of the Property. Nothing may be attached to the sills or windows except drapery rods. The Resident shall not place signs anywhere.
 - c. The Resident must give the Owner keys to all locks. Locks may not be changed or new locks put in without written consent of the Owner. Doors must be locked at all times. All keys must be returned to the Owner at the end of the Term.
 - d. No waterbeds are allowed.
 - e. The Resident shall remove garbage no less than weekly.
 - f. Laundry machines, if provided by the Owner, are used at the Resident's risk and cost. Instructions must be followed. The Owner may stop their use at any time.
 - g. No dogs or other pets are allowed without the written consent of the Owner.
 - h. The Resident shall obey the parking rules, if applicable.
 - i. The Resident shall not throw sweepings, rubbish, rags or other objects into the plumbing fixtures. Resident will not flush sanitary napkins, etc. in the toilet. Costs of repairs to plumbing due to above will be the full responsibility to the Resident.
 - j. The Resident shall conserve energy and water.
- 33. Appliances.** The major appliances listed below, if applicable, are the property of the Owner. Should an appliance need repair or replacement, the Owner shall repair or replace promptly. Should the Resident desire to purchase the replacement appliances (listed below f through k), those appliances become the property of the Resident and shall be removed when the Resident vacates the premises.
- a. Furnace
 - b. Water heater
 - c. Air conditioning unit
 - d. Air exchanger
 - e. Water softener
 - f. Washer
 - g. Dryer
 - h. Dishwasher
 - i. Refrigerator
 - j. Stove/oven
 - k. Microwave
- 34. Attorney Review.**
- a. **Study by Attorney.** The Resident or the Owner may choose to have an attorney review this Agreement. If an attorney is consulted, the attorney must complete his or her review of the Agreement within a three-day period. This Agreement will be legally binding at the end of this three-day period unless an attorney of the Resident or the Owner reviews and disapproves of the Agreement.
 - b. **Counting Time.** You count the three days from the date of delivery of the signed Agreement to the Resident and the Owner. You do not count Saturdays, Sundays and legal holidays. The Resident and the Owner may agree in writing to extend the three-day period for attorney review.
 - c. **Notice of Disapproval.** If an attorney for the Resident or the Owner reviews and disapproves of this Agreement, the attorney must notify the other party named in this Agreement within the three-day period. Otherwise this Agreement will be legally binding as written. The attorney must send the notice of disapproval to the other party named in this Agreement by certified mail, federal express or by delivering it

personally. The federal express or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the address of the other Party named in the Agreement. The attorney may also, but need not inform the other named Party of any suggested revision(s) in the Agreement that would make it satisfactory.

35. Standing Committee. Owner and Resident agree that this Agreement is subject to the consent of the Bishop and the Standing Committee of the Episcopal Diocese of North Dakota and is not binding until said approvals are granted, which approval shall be evidenced by a letter or other writing, signed by the Bishop or other authorized person who shall, in such writing, represent his authority to sign and deliver such consent. Owner will diligently seek this approval.

If any provision of this agreement is found invalid or unenforceable, the remaining provisions shall not be affected or impaired and they shall continue to have full force and effect

In Witness Whereof, the parties have set their hands and seals, or caused these presents to be signed by their proper corporate offices and their proper corporate seal to be hereto affixed the day and year first above written.

By: _____
_____ (Owner Representative)

By: _____
_____ (Owner Representative)

By: _____
(Resident)