

RESIDENTIAL LEASE

This lease is by and between _____ (MANAGEMENT)
and Resident(s) as listed below.

House at Address: _____

Terms:	Monthly Rent:	Deposits:
Length of Lease: One year	Rent \$ _____	Apartment ____ \$ _____
Beginning:	Garage \$ _____	Garage ____ \$ _____
Ending:	Other ____ \$ _____	Pet ____ \$ _____
At 12:00 noon	TOTAL \$ _____	last mo. rent \$ _____
Notice to Vacate: 2 month(s)	Plus Late Rent Fees \$ 20/ \$2 per day / \$185	TOTAL \$ _____

I have read, understand and agree to abide by all the terms of this lease agreement: pages 1 - 6.

I acknowledge the receipt of a complete copy of this lease agreement.

Resident Name (printed) Resident Signature

Resident Name (printed) Resident Signature

Resident Name (printed) Resident Signature

Manager Signature MANAGEMENT Signature

CO-SIGNER: The co-signer guarantees the fulfillment of the rental lease agreement and agrees to pay all rent and/or charges due under the terms of this Agreement if not paid by Residents. Signature below allows us to run a complete credit check and verify income.

Name Printed Social Security Number Signature Date

Street City Employer Phone

State Zip Home Telephone Street City State Zip

TERMS OF THIS LEASE:

A. RENT

1. **PAYMENT:** Resident will pay MANAGEMENT the full monthly rent before midnight the first day of each month while this lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT. Acceptance of partial rent payment does not waive MANAGEMENT’S right to an unlawful detainer or eviction. Monthly rent will be paid by one check for entire amount.
2. **WHO IS RESPONSIBLE FOR RENT:** All Residents are responsible for all debts. Residents are responsible for paying the Rent and any other money due to MANAGEMENT under this Lease or as a result of any breach of this Lease. Each and every Resident is individually responsible for paying the full amount of such debts, not just a proportionate share.
3. **LATE RENT:** If rent is received by management or postmarked after the 3rd day of the month the following late charges will be added: \$20.00 AFTER THE 3RD DAY PLUS \$2 PER DAY UNTIL PAID; PLUS \$215.00 FOR ADMINISTRATIVE COSTS AND COURT FEES WHEN UNLAWFUL DETAINER IS FILED.
4. **NSF:** Non-sufficient fund checks must be replaced by a money order for rent PLUS a \$35.00 service charge, PLUS APPROPRIATE LATE FEE.
5. **TERM OF LEASE:** This is a 12 month lease. WRITTEN NOTICE must be given at the end of the calendar month a full 2 month(s) prior to the termination of the lease or move out date. MANAGEMENT reserves the right to not renew lease at it’s termination.
6. **EVICITION:** If Resident violates any of the terms of this Lease, Resident MAY BE EVICTED IMMEDIATELY AND WITHOUT PRIOR NOTICE. In the event that Resident does not vacate voluntarily upon eviction, MANAGEMENT may bring a eviction action. If MANAGEMENT excuses a specific violation of a particular section of the Lease by Resident and thereby waives his right of eviction, such waiver is not deemed to be a waiver regarding any subsequent similar violation, or violation of any other section of the Lease.
7. **DUTY TO PAY RENT AFTER EVICTION:** If Resident is evicted for a lease violation during the term of this lease, Resident must pay the full monthly rent until 1) the apartment is re-rented or 2) the DATE OF THIS LEASE ENDS. If the Apartment is re-rented for less than the rent due under this Lease, Resident will be responsible for the difference until the DATE THIS LEASE ends.
8. **CONTROLLED SUBSTANCE SEIZURES:** Under state law, a lawful seizure from any Apartment of any illegal object or substance, including drugs, constitutes unlawful possession of the Apartment by that Resident, and is grounds for an automatic eviction.

ADDITIONAL AGREEMENTS

B. SECURITY DEPOSIT

1. MANAGEMENT may keep all or part of the security deposit for:
 - a) Any damage to the Apartment beyond ordinary wear and tear.
 - b) Rent or other money owed to Management.
 - c) Moving prior to the completion of the term of the lease.
 - d) Improper notice given prior to leaving apartment.
 - e) Not cleaning apartment per the provided move-out checklist including replacing all light bulbs.
 - f) Not returning all keys and garage door openers.
 - g) Not maintaining lawn/landscaping.
 - h) Not providing a forwarding address at time of move-out.
1. Minnesota Statute Sec. 504.20, Sub. 7a, specifically prohibits tenant from using the security deposits as last month’s rent. The Security Deposit will be refunded by check after all original residents have vacated apartment. The check will be made payable to the Resident(s) signing the lease and mailed to one forwarding address.

C. USE OF APARTMENT

1. **OCCUPANCY AND USE:** Only the persons listed as Residents may live in the apartment. Persons not listed as Residents may occupy apartment for no more than 14 days without the prior written consent of MANAGEMENT. Residents may use the apartment and utilities ONLY for normal residential purposes.
2. **SUBLETTING:** Resident may NOT lease (SUBLET) the apartment to other persons, assign this lease or sell this lease without the prior written consent of MANAGEMENT.
3. **WATERBEDS:** Resident may not keep a waterbed or other water-filled furniture in the apartment without the prior written consent of MANAGEMENT and appropriate insurance.
4. **PETS:** Resident MAY NOT KEEP ANIMALS of any kind in or near the apartment without the prior written consent of the MANAGEMENT. If permission is given, MANAGEMENT may rescind the right to keep a pet if such pet causes disturbance to neighbors or obstructs execution of this lease.
5. **RESIDENT PROMISES:**
 - a) Not to use or store on or near the apartment any flammable or explosive substances.
 - b) Not to interfere in the management and operation of the apartment building.
 - c) Not to act in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT's insurance.
 - d) To keep visitor traffic at a minimum as to demonstrate apartment is being used only for residential purposes.
 - e) Not to damage or misuse the premises or waste the utilities provided by MANAGEMENT or allow her/his guests to do so.
 - f) Not to make alterations or additions or remove any fixtures or to paint the premises without the prior written consent of MANAGEMENT.
 - g) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet or allow her/his guests to do so.
 - h) Not to run electrical cords out of windows or the building for any reason whatsoever.
 - i) Not to park more than one vehicle outside of Resident's garage without consent of MANAGEMENT. Resident will move any vehicle parked on the premises at least once every 48 hours, unless in a garage. The parking of campers, recreational vehicles, trailers, and boats are not allowed without prior without consent of MANAGEMENT.
 - j) To keep the apartment clean and orderly, particularly during the period it is being shown to prospective residents or pay cost for cleaning.
 - k) To allow management the right to conduct quarterly inspections of Apartment for maintenance and housekeeping. If the condition of unit is found unacceptable, resident will have an opportunity to correct the condition. If resident receives two unacceptable inspections, MANAGEMENT reserves the right to terminate the lease.
 - l) To give immediate WRITTEN NOTICE to MANAGEMENT of any necessary repairs.
 - m) To IMMEDIATELY TELEPHONE AND GIVE WRITTEN NOTICE to Management of radiator leaks, running toilets, dripping or running water faucets, roof leaks, or other serious conditions requiring immediate attention.
 - n) To pay for telephone service and to supply listed or unlisted home and work telephone numbers to MANAGEMENT.
 - o) Residents will maintain apartment as smoke-free environment.
 - p) Residents will be responsible for mowing, watering, maintenance of lawn and plantings. Residents will be responsible for property snow removal. Rent has been discounted for the amount of these services. If residents do not maintain property, someone will be hired and rent will be increased to pay for said amount of services.
6. **MANAGEMENT PROMISES:**
 - a) To keep the apartment in reasonable repair and make necessary repairs within a reasonable time after WRITTEN NOTICE by Resident, except when damage is caused by the intentional or negligent conduct of the Resident or her/his guests.
 - b) To maintain the apartment compliant with health and safety codes except when a violation of the health and safety codes have been caused by the intentional or negligent conduct of the Resident or guests.
 - c) That the apartment and all common areas are fit for use as residential premises.
 - d) To keep the common areas clean and in good condition.
7. **UTILITIES**
 - a) Included in Rent: Cold Water Sewer
 - b) Paid By Resident: Electricity Telephone/cable Heat Trash
 - c) Resident agrees to purchase water softener salt to keep water softener operational.
8. MANAGEMENT shall have the right to repair any damage caused by resident or their guests and charge the reasonable cost of same to resident.

9. MANAGEMENT shall not be liable to resident for loss of heat, water or use of any facilities of the apartment complex if said loss is due to any reason beyond the control of the MANAGEMENT.
10. **RESIDENT ACKNOWLEDGES THAT THE MANAGEMENT HAS PROVIDED A WORKING SMOKE DETECTOR AND THAT IT IS THE RESIDENT'S RESPONSIBILITY TO CHECK IT MONTHLY AND REPORT ANY PROBLEMS IN ITS FUNCTION.**

D. DURATION OF LEASE

1. **FAILURE TO GIVE POSSESSION:** If MANAGEMENT cannot provide the apartment to Resident at the start of this lease, Resident cannot sue MANAGEMENT for any resulting damages but Resident will not start paying rent until he/she gets possession of the Apartment.
2. **DESTROYED OR UNLIVABLE APARTMENT:** If the leased premises are destroyed or so damaged as to be unfit for occupancy due to fire or other causes, MANAGEMENT may elect to terminate this lease immediately and may elect not to rebuild or restore the destroyed or damaged premises by giving Resident written notice. If such destruction is caused by the negligence of Resident, or their guests, then Resident shall remain liable for rental payments for the full term hereof. If this lease is terminated pursuant to this section, there shall be no refund of rent paid or rebate of rent due or unpaid.
3. **MOVING OUT BEFORE LEASE ENDS:** If Resident moves out of the apartment before the DATE THIS LEASE ENDS, Resident is responsible for rent and any other losses or costs including court costs and attorney's fees.
4. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If Resident wishes to move out of the apartment on DATE THIS LEASE ENDS, Resident must give MANAGEMENT written notice equal to the notice period. If Resident stays in the apartment after the date this lease ends with the approval of Management, and Resident and Management have not renewed this lease or entered into a new lease, this lease shall apply under its original terms and the duration shall be extended another 12 months, and b) Management may raise the rent.
5. **TERMINATION AND ALTERATION OF LEASE:** When the lease is month-to-month, Management and Resident may terminate the lease by giving the other party WRITTEN NOTICE equal to the Notice Period. A notice to cancel a lease is effective on the last day of a month. Management may change any of the terms of a lease, including the amount of rent and late fees, by giving Resident written notice at least equal to the notice period at the end of lease term. If Resident files for bankruptcy, MANAGEMENT shall have the right to immediately terminate lease.
6. **CHECKING-OUT OF APARTMENT AT LEASE ENDING:** Resident will move out of apartment at 12:00 noon when the lease ends. If Resident moves out after this time, Resident shall be liable to management for any resulting losses, including rent, court costs, attorney's fees. A charge of \$50.00 will be assessed for each hour Resident remains after 12:00 noon on the last day of month of the lease expiration date.

E. RIGHTS OF MANAGEMENT:

1. **UNLAWFUL DETAINER:** MANAGEMENT reserves the right to initiate an unlawful detainer at any time the rent is past due. Rent is due on the FIRST DAY of the month.
2. **ATTORNEY'S FEES:** If MANAGEMENT brings any legal action against Resident, Resident must pay MANAGEMENT actual attorney's fees and court costs even if rent is paid after the legal action is started.
3. **MANAGEMENT'S RIGHT TO ENTER:** MANAGEMENT and it's authorized agents may enter the apartment at any reasonable time with reasonable notice to a) inspect, b) improve, c) maintain, d) repair, or do other necessary work, and e) to show the apartment to potential new residents or buyers.
4. **LEASE IS SUBJECT TO MORTGAGE:** The apartment building may be mortgaged or may be subject to contract for deed. Resident agrees that the rights of the holder of any present or future mortgage is superior to Resident's rights. For example, if a mortgage on the apartment building is foreclosed, the person who forecloses on the apartment building may, at their option, terminate Resident's Lease.

F. LIABILITY OF RESIDENT AND MANAGEMENT

1. **RESIDENT’S PERSONAL INSURANCE:** Resident must obtain renter’s insurance to protect personal belongings and obtain from the insurer a waiver of subrogation rights against the MANAGEMENT. The Resident shall look to his own insurance for reimbursement for loss from fire, water, wind, vandalism, theft or any loss whatever. Resident waives any and all claims of any nature whatsoever against the MANAGEMENT on behalf of the Resident, its insurers and all other persons claiming through the Resident.
2. **LOSS, DAMAGE, OR INJURY TO RESIDENT OR HIS PROPERTY:** Resident shall not make claim against MANAGEMENT for loss or injury or damage sustained by or from insects, pests, fire, water, deluge, overflow, sewer back-up, or from malfunction or breakdown of appliances in apartments. Resident shall not make claim for any loss of any articles by theft or from any other cause. It is expressly agreed that Resident shall be solely responsible for the security of Resident’s possessions regardless of whether said building shall have any form of security system. Resident acknowledges that MANAGEMENT shall not be responsible for preventing the entry of a person or persons into the apartment building or the Resident’s Apartment.
3. **ACTS OF THIRD PARTIES:** MANAGEMENT is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers), who are not under MANAGEMENT’s control.
4. **RESIDENT SHALL REIMBURSE MANAGEMENT FOR:**
 - a) Accidental lock-outs; pay for cost to hire a professional locksmith to gain entry.
 - b) Any loss, property damage, or cost of repair service including plumbing problems, caused by negligence or improper use by Resident and/or his/her guests.
 - c) Any loss or damage caused by doors or windows being left open.
 - d) All costs MANAGEMENT has because of abandonment or other violation of the lease by Resident, such as costs for advertising the apartment.
 - e) All court costs and attorney’s fees MANAGEMENT has in any suit for eviction, unpaid rent, or any other debt or change.
 - f) All costs of reconditioning the premises at the time Resident vacates, including, but not limited to cleaning, carpets repair or cleaning, smoke related painting and any damages incurred by Resident.
5. **WHEN PAYMENTS ARE DUE:** Any amount owed by Resident is due when MANAGEMENT asks for it. MANAGEMENT does not give up its right to any money owed by Resident because of a delay in asking for payment. MANAGEMENT can ask for any money owed by Resident before or after Resident vacates Apartment. Accepting partial payment of rent does not waive MANAGEMENT’s right to evict.

G. MISCELLANEOUS

1. **RESTORATION FEE:** Upon vacating MANAGEMENT may charge at their option, restoration fees to those Residents residing in the apartment for less than one (1) year:
2. **NOTICES, BUILDING RULES AND ATTACHMENTS: NO ORAL AGREEMENTS:** Any attachments to this lease are a part of this lease. If a term of any attachment conflicts with any term of this lease the attachment will be controlling. MANAGEMENT’S building rules are a part of this lease and may make reasonable changes in these rules at any time by giving Resident written notice. No oral agreements have been made. This lease and its attachments and other written agreements are the entire agreement between Resident and MANAGEMENT.
3. **RENTAL OF APARTMENT AS IS:** Resident acknowledges that it has inspected the apartment and appliances in an “as is” condition without any liability or obligation on the part of the MANAGEMENT to make any alterations or improvements in or about the apartment during the term of the lease.

4. **ABANDONMENT OF THE PREMISES:** If Resident shall abandon, surrender or vacate the premises during the period of the lease, or be dispossessed by process of law, or otherwise, or after termination of lease (12:00 noon the last day of lease) any personal property belonging to the Resident and left on premises, shall be deemed to be abandoned at the option of MANAGEMENT and disposed of by him.
5. **MOVING TO ANOTHER APT. WITHIN BUILDING:** There will be a charge to Resident to be decided at the time of move depending on the length of tenancy and condition of apartment.
6. **CLEANLINESS OF APARTMENT DURING SHOWING TO RE-RENT:** The condition of the apartment must be clean and orderly throughout the period of showing for re-renting. If first request to keep the apartment presentable is disregarded, a professional cleaner will be hired and cost charged back to Resident. Resident will arrange activities so that apartment is available to show during the day and early evening.
7. **MANAGEMENT AND TENANTS RIGHTS AND RESPONSIBILITIES** booklet is available from the Office of the Minnesota Attorney General.
8. The owner of the premises or the agent authorized to accept service of process and receive and give receipts for notices and demands is posted at the property and noted as follows: _____

H. LEAD WARNING DISCLOSURE

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. MANAGEMENT must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE: (Initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing
(explain): _____

_____ Lessor has no knowledge of lead-base paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here):

_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the units.

Lessee's Acknowledgment (Initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Manager's Acknowledgment

_____ (e) Caretaker has informed the lessee of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.