

RESIDENTIAL LEASE AGREEMENT

MN RENTING LLC

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I Am L/S

THIS LEASE AGREEMENT, dated _____,
_____, is between _____,
("Landlord(s)"), whose address is _____ and
_____, ("Tenant(s)"), whose
address is _____.

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and
conditions contained herein, the dwelling located in the County of _____,
State of _____,
commonly known as _____ ("Premises").

Optional legal description:

1. **Lease Term.** _____ Months for the period commencing on
_____, _____, and thereafter until
_____, _____, at which time this Lease Agreement
shall terminate. Tenant may renew under same conditions for _____ terms for
payment of \$_____. This renewal payment shall be considered "additional
rents" and are non-refundable to the Tenant.

2. **Rent.** Tenant shall pay landlord as rent, by check or money order at the address stated above or an address designated by the landlord, the sum of \$_____ per month, *due and payable monthly, on the _____ day of the previous month for which rent is due.* Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents late or lost in the mail will be treated as if unpaid until received by Landlord. Tenant further agrees to pay *a late charge of \$25.00 plus \$5.00 per day for each day the entire rent is not received by the Landlord by the _____ of the month regardless of the cause,* including dishonored checks, time being of the essence. This increase shall be considered "additional rents" and if rent is received after the _____ of the month and late fees and/or "additional rents" are not included with such payment, rent will be considered unpaid. Any payments received by Landlord will be applied first towards late fees and/or other additional charges, then toward rent. An additional Service Charge of \$20.00 will be paid to Landlord for all dishonored checks. If Tenant's checks are returned unpaid for any reason, Landlord shall have the right to demand cash or money orders on all future payments.
3. **Security Deposit.** (Circle A or B) A. The Tenant has deposited with the Landlord \$_____ as a security deposit to reimburse the Landlord for actual damages to the rental unit or ancillary facilities that directly result from conduct not reasonably expected in the normal course of habitation of a dwelling and to pay the Landlord for all rent arrearage or due to premature termination of this lease by the Tenant and for any of the Tenant's utility bills not paid by the Tenant. The Tenant is liable for any balances remaining unpaid after the Landlord applies the security deposit to such amounts. The Landlord shall not be required to keep the security deposit in a separate account and may commingle the deposit with his/her own personal funds. If the Tenant leaves the premises in satisfactory condition, the Landlord agrees to provide Tenant with a written letter of recommendation.
B. Because of the Tenant's good credit and/or rental history, Landlord is waiving requirements for a security deposit. If the Tenant leaves the premises in satisfactory condition, the Landlord agrees to provide Tenant with a written letter of recommendation.
4. **Use.** Tenant agrees to use said dwelling as living quarters only for _____ adults and _____ children, namely:

_____ and to pay \$50.00 each month for each other person who shall occupy the premises in any capacity.
5. **Pets.** All pets on the property not registered under this Lease Agreement shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law. Any pets kept on the property without the permission of the Landlord in writing shall be a complete and material breach of the lease. Type of pets allowed and names (if none, state so): _____.
6. **No Assignment.** Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in

above without first obtaining written permission from Landlord and paying the appropriate surcharge. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.

7. **Prohibitions.** Neither the Tenant nor the Tenant's guests shall:
 - a. install any equipment or appliances that, in the Landlord's opinion, cause an unsafe condition on the premises;
 - b. accumulate refuse on or around the premises that might pose a health hazard to the Tenant or to the Tenant's neighbors;
 - c. allow any activity on or around the premises that would result in an increase in fire insurance premiums for the premises;
 - d. permit any flammable liquids or explosives to be kept on or around the premises;
 - e. permit on the premises any act that would injure the Landlord's reputation or interfere with the rights or the quiet enjoyment of other persons;
 - f. change or install any locks on the premises or in the building where the premises are located; or
 - g. Bring any water beds, floor safes, or other heavy objects on the premises.
8. **Vacation or Abandonment of the Premises.** If the Tenant removes substantially all the Tenant's property from the premises, the Landlord may immediately enter and repossess the premises without abatement of rent, and these acts shall not affect the Tenant's obligations under this Lease. If the Tenant abandons the premises before the lease expires, all rent for the remainder of the term of the Lease shall immediately become due.
9. **Holding Over.** The Tenant may, with the Landlord's permission, continue to occupy the premises after the term of this lease expires without renewing this Lease or signing another Lease for the premises. Such tenancy shall be on a month-to-month basis and subject to the provisions of this Lease except that the first month's rent shall increase 25 percent from the rent for the last month of the term of the Lease and the Landlord may increase rent on 30 days notice to the Tenant.
10. **Utilities.** Tenant will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas association fees or other bills incurred during the term of this Lease
11. **Emergency Access.** Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property or, at reasonable times, to show property to a prospective tenant.
12. **Repairs.** Tenant shall be responsible for all repairs, maintenance, costs, service charges, painting, improvements and additions to the property. Tenant shall take an active role to insure that the property stays in excellent condition. Tenant agrees that he/she has had adequate opportunity to inspect the condition of the property and Landlord makes no warranties or representations about the condition of the property, the improvements, utilities, electrical, plumbing, appliances or the neighborhood. Tenant has the right to paint and decorate the property in his/her discretion within tasteful guidelines. Tenant will not make any major alterations to the property without prior written consent of the Landlord. Tenant is required to obtain all necessary permits required by law before commencing improvements. Any work performed on the premises whether by Tenant or other parties shall be as an

independent contractor or agent of the Tenant and not an employee or agent of the Landlord. Landlord will have no right of supervision of the work performed. Tenant further warrants that he/she will be accountable for any mishaps and/or accidents resulting from such work, and will defend, indemnify and hold the Landlord and Landlord's agents free from claims of any other person or entity. All improvements to the property shall be the property of the Landlord and remain attached and a part of the property when Tenant vacates.

13. **Default.** To further clarify the terms of the lease, the *Tenant shall make certain that rent is received by the Landlord by the _____ of the month. A notice of non-payment will be served on the Tenant if rent is not received by the _____ of the month, regardless of fault of the Tenant or the United States Postal Service. Notwithstanding the foregoing, the lease will be deemed materially and incurably breached and terminated if the rent and/or any additional rent is not paid by the _____ of any month for which rent is due.* The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore give or commenced under state law. If Tenant defaults on any other provisions of the Lease, including, but not limited to any misrepresentations on Tenant's application, Landlord, at his option, can elect to continue the Lease or terminate the Lease and take possession by any lawful means. Landlord is not required to give any notice to cure a violation of the Lease other than as required by law. In the event the landlord is forced to obtain a judgment against the tenant, said judgment shall bear interest at 18% until paid in full.
14. **Ordinances & Statutes.** Tenant shall comply with all municipal, state, and federal law, statutes and ordinances now in effect, or which shall be enacted in the future, and any violation thereof shall be a complete and material breach of the lease.
15. **Interruption of Services.** As long as the premises are habitable, any interruption of services or utilities, inconvenience, or discomfort arising from repairs or improvements to the premises shall not affect this lease, reduce the rent, or be construed as an eviction.
16. **Intent.** It is the intent of the Landlord to lease the premises to the Tenant and it is the intent of the Tenant to lease the premises from the Landlord.
17. **Damage or Destruction of Premises.** If a casualty partially destroys the premises but they can be restored to a tenantable condition, the Landlord shall repair the premises with reasonable dispatch; however, the Landlord's obligation to repair the premises shall be limited to the amount of insurance proceeds actually received by the Landlord. The Tenant's obligation to pay rent shall be suspended while the premises are untenable. If a casualty damages the premises to the extent that they cannot be restored to habitable condition within a reasonable period of time, either party may terminate this lease by giving the other party written notice within 15 days after the casualty. The Landlord shall not be liable for any reasonable delay or for providing housing for the Tenant during repairs.
18. **Legal Action.** Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this Lease, including, but not limited to \$20.00 for each Notice to Pay, Notice to Quit or other notice mailed or delivered by Landlord to Tenant due to

Tenant's non-payment of rent or other breach of Lease, all court costs and attorney's fees and all costs of collection. Any such costs shall be due immediately as "additional rent." Any payments received by Landlord will be applied first towards late fees and/or other additional charges, then toward rent. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the County in which the property is located. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date of the cause(s) of action accrued.

19. **Tenant's Waiver of Claims.** Tenant hereby waives any and all right to assert affirmative defenses or counterclaims in any eviction action instituted by Landlord with the exception of an affirmative defense based upon payment of all amounts claimed by Landlord not to have been paid by Tenant. Tenant may only advance other matters in a separate suit.
20. **No Waiver by Landlord.** All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.
21. **Property Loss or Damage.** To the extent permitted by law, the Landlord and the Landlord's agents shall not be liable for any damage to property or loss of property that is caused by theft or casualty on the premises. In the event that the building is damaged and through no fault of the Tenant, and cannot be restored within a reasonable time in the opinion of the Landlord, this Lease shall terminate with no further liability of either party. The Tenant shall obtain insurance to protect the Tenant's personal property against such loss or damage ("renter's insurance").
22. **Notices.** All notices required by this agreement shall be sent to the other party in writing. The notices shall be delivered either personally or through first-class United States Postal Service mail at the recipient's last known address. Unless otherwise required by law, the date of service shall be the date of hand delivery or the mailing date.
23. **Entire agreement.** This agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this agreement. No modifications of this lease shall be binding unless they are in writing and signed by the Landlord and the Tenant.

Signed:

_____	_____	_____	_____
Tenant	Date	Landlord	Date
_____	_____	_____	_____
Tenant	Date	Landlord	Date

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

Regarding the agreement between _____
(Landlord) and _____ (Tenant), dated
_____, _____, both parties agree to the following:

_____.

Signed:

Tenant Date Landlord Date

Tenant Date Landlord Date