

MINNESOTA STANDARD RESIDENTIAL LEASE

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The Office of the Minnesota Attorney General certifies that this contract complies with the requirements of Minn. Stat. §325G.31 (1999). CERTIFICATION OF A CONTRACT BY THE MINNESOTA ATTORNEY GENERAL UNDER THE PLAIN LANGUAGE CONTRACT ACT IS NOT OTHERWISE AN APPROVAL OF THE CONTRACT'S LEGALITY OR LEGAL EFFECT.

Landlord and Tenant agree to the following terms.

TENANTS. (Each adult who signs this Lease is a "Tenant.") _____

OTHER OCCUPANTS. _____

LANDLORD. _____

The **Premises** ("Premises") includes dwelling unit number _____
at (street address) _____ (city) _____ MN (zip code) _____
and garage no. _____, storage unit no. _____, parking stall no. _____

Term of Lease. (Write number of months or "month-to-month.") _____

Starting Date of Possession _____ **Ending Date of Possession** (if known) _____

Monthly Rent \$2000 **Security Deposit** \$1500

Late Fee \$ _____ (In no case may the late fee exceed 8.0% of the overdue rent payment. Minn. Stat. Section 504B.177.)

OTHER CHARGES (specify) _____

RECEIPT. RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT
FIRST MONTH'S RENT PAID IN ADVANCE	
FIRST MONTH'S UTILITIES PAID IN ADVANCE (See Choices 3 and 4 below.)	
LAST MONTH'S RENT PAID IN ADVANCE	
SECURITY DEPOSIT PAID IN ADVANCE	
FIRST MONTH'S RENT FOR GARAGE PAID IN ADVANCE	
FIRST MONTH'S RENT FOR STORAGE UNIT PAID IN ADVANCE	
OTHER (Specify) _____, PAID IN ADVANCE	
TOTAL RECEIVED FROM TENANT:	

Notice. Under Minnesota law, the landlord of a single-metered residential building is the bill payer responsible and shall be the customer of record contracting with the utility for utility services. Utilities and Services will be paid as follows.

UTILITIES:	Included in Rent	Not Included in Rent; Paid or Billed Separately		
	Choice No. 1	Choice No. 2	Choice No. 3	Choice No. 4
	LANDLORD PAYS SERVICE PROVIDER	TENANT PAYS DIRECTLY TO SERVICE PROVIDER	TENANT PAYS LANDLORD	TENANT PAYS LANDLORD FOR A PORTION OF UTILITIES OR SERVICES
	(Utilities and services are included in rent.)	(Tenant's Premises has a separate meter and separate billing or account in Tenant's name.)	(Reimbursement for separately metered utility or for service for Tenant's Premises with separate billing or account in Landlord's name.)	(Tenant's Premises does not have a separate meter.)
			(ADDED TO RENT.)	(ADDED TO RENT)
>>>>>> CHECK ONLY ONE COLUMN FOR EACH UTILITY OR SERVICE <<<<<<<				
Natural Gas				
Water & Sewer				
Electricity				
Fuel Oil				
Garbage Collection				
Telephone				
Cable Communication				
Association Fees				
Other Utility or Service (Specify)				
NOTE: If either Choice No. 3 or Choice No. 4 is checked for any utility or service, Landlord must complete Part 35 of this Lease before Tenant signs. Caution: Minneapolis and other cities might prohibit the apportioning of utilities (Choice No. 4).			SEE NOTE IF CHOICE NO. 3 OR CHOICE NO. 4 IS CHECKED FOR ANY UTILITY OR SERVICE.	

CHECK APPLIANCES INCLUDED

<input type="checkbox"/> REFRIGERATOR	<input type="checkbox"/> CLOTHES WASHER
<input type="checkbox"/> KITCHEN STOVE	<input type="checkbox"/> CLOTHES DRYER
<input type="checkbox"/> MICROWAVE	<input type="checkbox"/> WINDOW UNIT AIR CONDITIONER
<input type="checkbox"/> DISHWASHER	<input type="checkbox"/> GAS GRILL
<input type="checkbox"/> TRASH COMPACTER	<input type="checkbox"/> OTHER

The person authorized to manage the Premises is

Name _____
Street Address, (not P.O. Box) _____
City, State, Zip code _____ Telephone _____
The Landlord or agent authorized to accept service of process and receive and give receipts for notices is
Name _____
Street Address, (not P.O. Box) _____
City, State, Zip code _____ Telephone _____

List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

TERMS OF THIS LEASE.

1. OCCUPANCY AND USE. Only the Tenants and Occupants listed above may live in the Premises, except as allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.

2. RENT. Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent at _____ or other reasonable place requested by Landlord.

3. LATE FEE AND RETURNED CHECK FEE. If Landlord does not receive the rent by the fifth day of the month, Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall also pay \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

4. SECURITY DEPOSIT. Landlord may use the security deposit

A. To cover Tenant's failure to pay rent or other money due Landlord.

B. To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why.

5. EACH TENANT RESPONSIBLE. Each Tenant is responsible for all money due to Landlord under this Lease, not just a proportionate share.

6. TENANT PAYS FOR DAMAGE. Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

7. LANDLORD'S NON-WAIVER. Payments other than rent are due when Landlord demands them from Tenant. Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after Tenant vacates the Premises.

8. ATTORNEY'S FEES. The court may award reasonable attorney's fees and costs to the party who prevails in a lawsuit about the tenancy.

9. PREMISES INSPECTION. Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and complete a second inspection sheet.

10. LANDLORD'S PROMISES.

A. The Premises and all common areas are fit for the use intended by Landlord and Tenant.

B. Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

C. Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

11. TENANT'S PROMISES.

A. Tenant shall not allow damage to the Premises.

B. Tenant shall not allow waste of the Utilities or Services provided by Landlord.

C. Tenant shall make no alterations or additions.

D. Tenant shall remove no fixtures.

E. Tenant shall not paint the Premises without Landlord's written consent.

F. Tenant shall keep the Premises clean and tidy.

G. Tenant shall not unreasonably disturb the peace and quiet of others.

H. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.

I. Tenant shall use the Premises only as a private residence.

- J. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
- K. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in Landlord's insurance.
- L. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.
- M. Tenant shall notify Landlord in writing of any repairs to be made.
- N. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.

12. TENANT'S TELEPHONE. Tenant shall give Landlord the Tenant's home phone number within 2 days after service is started or the phone number is changed.

13. RESTRICTIONS.

- A. **WATERBEDS.** Tenant shall not have water beds or other water-filled furniture on the Premises.
- B. **PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.
- C. **LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.
- D. **VEHICLES.** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.

14. LANDLORD'S RIGHT TO ENTER. Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.

15. DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY. Landlord is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain Renter's Insurance

16. NOTICE OF DANGEROUS CONDITIONS. Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in writing.

17. SUBLETTING. Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or delayed.

18. MOVING OUT OR HOLDING OVER. Tenant must move out not later than 11:59 p.m. on the Ending Date. If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been renewed nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.

19. NOTICE IF LEASE BECOMES MONTH-TO-MONTH If this Lease is or becomes month-to-month, written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of a month and must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice must be received on March 31 or earlier.

20. VACATING. When moving out, Tenant must:

- A. Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss.
- B. Completely vacate the Premises, including storage units, garage and parking stalls.
- C. Give Landlord a forwarding address.
- D. Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers, and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

21. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.

- A. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this Lease. To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the date the Premises became unfit for occupancy.
- B. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall give prompt written notice to Tenant.

22. BREACH OF LEASE[RE-ENTRY CLAUSE]. If Tenant materially breaches this lease, Landlord may do these things.

- A. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).
- B. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action). Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.
- C. Bring an eviction action immediately (unlawful detainer action).

23. DUTY TO PAY RENT AFTER EVICTION OR SURRENDER. Rent is due under this Lease even if Tenant surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.

24. SUBORDINATION. This lease is subordinate to any mortgage against the Premises. No new owner or lender shall disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgagee.

25. EXERCISE OF RIGHTS AND REMEDIES. Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.

26. SUBROGATION. Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.

27. TERMS. Where appropriate, singular terms include the plural and plural terms include the singular.

28. MISREPRESENTATIONS. Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.

29. ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS. Attachments to this Lease, such as Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.

30. NOTICES. A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.

31. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.

A. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.

B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT. §617.80, Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.

C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT. §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.

The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.

32. LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

A. Hazards Disclosed. Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises (If none, state "none.") _____

B. Reports Disclosed. Landlord has provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports are available to Landlord, state "none.") _____

C. Tenant's Acknowledgment. Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.

Tenants' initials _____

D. Agent's Acknowledgment. Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d) and is aware of agent's responsibility to ensure compliance.

Agent's initials _____

By signing below, Landlord, Tenant and Agent certify the accuracy of the statements in the above paragraph.

_____ Landlord	_____ Date	_____ Tenant	_____ Date	_____ Agent	_____ Date
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33. CHANGES TO LEASE. Landlord and Tenant may change the terms of this Lease in writing.

34. SMOKING. (check one) ☐ Tenant may allow smoking on the Premises.
☐ Tenant shall not allow smoking on the Premises.

35. UTILITIES SERVICE NOTICE. If any of the utilities or services on Page 1 of this Lease is rebilled to Tenant

(Choice No. 3) or apportioned by Landlord and billed to Tenant (Choice No. 4), then this Part 35 becomes part of the Lease and must be completed by Landlord.

A. REBILLED UTILITIES (Under Choice No. 3). For each utility or service rebilled to Tenant under a meter or account that provides service exclusively to Tenant's Premises, Landlord shall provide a copy to Tenant of each billing statement from the utility provider.

B. APPORTIONED UTILITIES UNDER A SINGLE-METERED SERVICE (Under Choice No. 4).

(1) Landlord is the customer of record under contract with the utility or service provider and shall pay the provider directly.

(2) Landlord may apportion the utility or service bill among the tenants of the building. The apportionment shall be by following this equitable method or formula [state the formula precisely here, including the frequency of billing for each apportioned utility or service]: _____

(3) Upon request, Landlord shall provide Tenant with a copy of each actual utility or service bill for the building along with each apportioned services bill.

(4) Landlord must provide the following information for each apportioned utility billed to Tenant. For the most recent **calendar year** [state year here: _____], the actual utility bills in each month were:

MONTH	GAS	ELECTRIC	WATER/SEWER	FUEL OIL	GARBAGE	OTHER
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Column Total						
Monthly Average*						

*NOTE: If this Lease is for one year or more, then Landlord and Tenant may agree to use a monthly average as the good faith estimate of the monthly utilities bill as an annualized budget plan providing for level monthly payments. If Landlord and Tenant agree to a budget plan using monthly averages for payment of these utilities, initial here:

Landlord _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____

In subsequent lease years, Landlord shall give Tenant updated information on apportioned utilities before changing Tenant's budget plan amount.

Instead of filling out the table above, Landlord may attach copies of the 12 monthly bills for each apportioned utility.

(5) Upon Tenant's request, Landlord shall provide Tenant with copies of the actual utility or service bills for any apportioned utility or service for the past two years. However, if Landlord acquired the building less than two years ago, Landlord shall provide copies of bills back to the date that Landlord bought the building.

(6) If the gas, fuel oil, or electric charge is apportioned, Landlord shall notify Tenant by September 30 of each year that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil, or electric bill. This notice shall include the toll-free telephone number of the agency which administers the energy assistance program.

36. ADDITIONAL TERMS.

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Landlord and Tenant agree to the terms of this Lease.

LANDLORD

TENANTS

Date

Date

Date

Date

Date

Date

Date

Date

RECEIPT BY TENANT(S)

I have received a signed original or copy of this Lease.

TENANTS:

Date:

Date:

Date:

Date:

FIRST INSPECTION (**MOVING IN**) OF [ADDRESS]: _____

		Condition (Check if OK)	Comments
LIVING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
DINING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
KITCHEN	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
ENTRY	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BEDROOM #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BEDROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		

		Condition (Check if OK)	Comments
BEDROOM #3	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	BATHROOM #1	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
BATHROOM #2		Floor	
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	FAMILY ROOM	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
LAUNDRY ROOM		Floor	
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
		SMOKE DETECTOR	

We have inspected the Premises and have found it to be in the condition noted above.

LANDLORD:

TENANTS:

Date signed: _____

Date signed: _____

LAST INSPECTION (**MOVING OUT**) OF [ADDRESS]: _____

		Condition (Check if OK)	Comments
LIVING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
DINING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
KITCHEN	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
ENTRY	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BEDROOM #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BEDROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		

		Condition (Check if OK)	Comments
BEDROOM #3	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	BATHROOM #1	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
BATHROOM #2		Floor	
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	FAMILY ROOM	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
LAUNDRY ROOM		Floor	
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
		SMOKE DETECTOR	

We have inspected the Premises and have found it to be in the condition noted above.

LANDLORD:

TENANTS:

Date signed: _____

Date signed: _____