

## 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.") Nakia Wilson

OTHER OCCUPANTS. four minor children of Tenant

LANDLORD. Lilliethor, LLC

The Premises ("Premises") includes dwelling unit number \_\_\_\_\_  
 at (street address) 35 Winnipeg Ave (city) St. Paul MN (zip code) 55117  
 and garage no. \_\_\_\_\_, storage unit no. \_\_\_\_\_, parking stall no. \_\_\_\_\_

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

Starting Date of Possession August 16, 2013 Ending Date of Possession (if known) October 25, 2013

Monthly Rent \$1,000.00 Security Deposit \$1,000.00

Late Fee \$50.00 (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	\$1,000.00
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	
<b>TOTAL RECEIVED FROM TENANT:</b>	<b>\$1,000.00</b>

*Handwritten:* \$992.00  
 JW  
 MSW  
 8-16-13

*Handwritten:* \$992.00  
 8-10-13 JW  
 MSW

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 (Reimbursement for separately metered utility or for service for Tenant's Premises with separate billing or account in Landlord's name.) (ADDED TO RENT.)	TENANT PAYS LANDLORD FOR A PORTION OF UTILITIES OR SERVICES (Tenant's Premises does not have a separate meter.) (ADDED TO RENT)
UTILITY OR SERVICE	(Utilities and services are included in rent.)	(Tenant's Premises has a separate meter and separate billing or account in Tenant's name.)	(ADDED TO RENT.)	(ADDED TO RENT)
>>>>>> CHECK ONLY ONE COLUMN FOR EACH UTILITY OR SERVICE <<<<<<<<				
Natural Gas		X		
Water & Sewer			X	
Electricity		X		
Fuel Oil		NA		
Garbage Collection			X	
Telephone		X		
Cable Communication		X		
Association Fees		NA		
Other Utility or Service (Specify)				

*Handwritten:* Pd \$870.00  
 Cash  
 8-16-13

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.

THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, the undersigned, a Notary Public in and for said State and County, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

Given under my hand and seal of office, at Dallas, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of Texas and County of Dallas.

THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, the undersigned, a Notary Public in and for said State and County, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

Given under my hand and seal of office, at Dallas, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of Texas and County of Dallas.

THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, the undersigned, a Notary Public in and for said State and County, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

Given under my hand and seal of office, at Dallas, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of Texas and County of Dallas.

56 CHECK APPLIANCES INCLUDED

- |  |                                   |
|--|-----------------------------------|
| 57 <input checked="" type="checkbox"/> REFRIGERATOR  | _____ CLOTHES WASHER              |
| 58 <input checked="" type="checkbox"/> KITCHEN STOVE | _____ CLOTHES DRYER               |
| 59 _____ MICROWAVE                                   | _____ WINDOW UNIT AIR CONDITIONER |
| 60 _____ DISHWASHER                                  | _____ GAS GRILL                   |
| 61 _____ TRASH COMPACTER                             | _____ OTHER                       |

62 The person authorized to manage the Premises is

63 Name John B. Waldron, Esq; Christa Johnson, Legal Assistant/Authorized Agent; and Dorothy Babcock, Authorized Agent  
64 Street Address, (not P.O. Box) 1951 Concordia Street  
65 City, State, Zip code Wavzata, MN 55391-9320 Telephone 952-471-0940

66 The Landlord or agent authorized to accept service of process and receive and give receipts for notices is

67 Name Same individuals named above  
68 Street Address, (not P.O. Box) 1951 Concordia Street  
69 City, State, Zip code Wavzata, MN 55391-9320 Telephone 952-471-0940

70 List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.  
71 **SEE ATTACHED EXHIBIT "A"**

72 \_\_\_\_\_  
73 \_\_\_\_\_  
74 \_\_\_\_\_  
75 \_\_\_\_\_  
76 **TERMS OF THIS LEASE.**

77  
78 **1. OCCUPANCY AND USE.** Only the Tenants and Occupants listed above may live in the Premises, except as allowed  
79 by law. The Premises, Utilities and Services shall be used only for common residential uses.

80  
81 **2. RENT.** Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent at  
82 Lilleshor, LLC, 1951 Concordia St., Wavzata, MN 55391-9320 or other reasonable place requested by Landlord.

83  
84 **3. LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the fifth day of the month,  
85 Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall also pay  
86 \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not when mailed or  
87 sent by Tenant.

88  
89 **4. SECURITY DEPOSIT.** Landlord may use the security deposit  
90 A. To cover Tenant's failure to pay rent or other money due Landlord.  
91 B. To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

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

94  
95 **5. EACH TENANT RESPONSIBLE.** Each Tenant is responsible for all money due to Landlord under this Lease, not  
96 just a proportionate share.

97  
98 **6. TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble)  
99 caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

100  
101 **7. LANDLORD'S NON-WAIVER.** Payments other than rent are due when Landlord demands them from Tenant.  
102 Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after  
103 Tenant vacates the Premises.

104  
105 **8. ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in a  
106 lawsuit about the tenancy.

107  
108 **9. PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet  
109 before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and  
110 complete a second inspection sheet.

111  
112 **10. LANDLORD'S PROMISES.**  
113 A. The Premises and all common areas are fit for the use intended by Landlord and Tenant.  
114 B. Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible  
115 conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.  
116 C. Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or  
117 irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

118  
119 **11. TENANT'S PROMISES.**  
120 A. Tenant shall not allow damage to the Premises.  
121 B. Tenant shall not allow waste of the Utilities or Services provided by Landlord.  
122 C. Tenant shall make no alterations or additions.  
123 D. Tenant shall remove no fixtures.  
124 E. Tenant shall not paint the Premises without Landlord's written consent.  
125 F. Tenant shall keep the Premises clean and tidy.  
126 G. Tenant shall not unreasonably disturb the peace and quiet of others.  
127 H. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.  
128 I. Tenant shall use the Premises only as a private residence.  
129

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- 130 J. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.  
131 K. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in  
132 Landlord's insurance.  
133 L. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.  
134 M. Tenant shall notify Landlord in writing of any repairs to be made.  
135 N. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.  
136
- 137 **12. TENANT'S TELEPHONE.** Tenant shall give Landlord the Tenant's home phone number within 2 days after  
138 service is started or the phone number is changed.  
139
- 140 **13. RESTRICTIONS.**  
141 **A. WATERBEDS.** Tenant shall not have water beds or other water-filled furniture on the Premises.  
142 **B. PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.  
143 **C. LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the  
144 lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations,  
145 Landlord shall change the locks at Landlord's expense.  
146 **D. VEHICLES.** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle,  
147 inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of  
148 the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the Premises  
149 is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles  
150 shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store  
151 the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.  
152
- 153 **14. LANDLORD'S RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose.  
154 Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter  
155 the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing.  
156 The writing must be left in a conspicuous place in the Premises.  
157
- 158 **15. DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any  
159 injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain  
160 Renter's Insurance  
161
- 162 **16. NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that  
163 might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in  
164 writing.  
165
- 166 **17. SUBLETTING.** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant  
167 shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or  
168 delayed.  
169
- 170 **18. MOVING OUT OR HOLDING OVER.** Tenant must move out not later than 11:59 p.m. on the Ending Date.  
171 If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been renewed  
172 nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.  
173
- 174 **19. NOTICE IF LEASE BECOMES MONTH-TO-MONTH** If this Lease is or becomes month-to-month, written  
175 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  
176 must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice  
177 must be received on March 31 or earlier.  
178
- 179 **20. VACATING.** When moving out, Tenant must:  
180 **A.** Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or  
181 casualty loss.  
182 **B.** Completely vacate the Premises, including storage units, garage and parking stalls.  
183 **C.** Give Landlord a forwarding address.  
184 **D.** Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers, and  
185 tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge  
186 reasonable costs to Tenant.  
187
- 188 **21. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.**  
189 **A.** If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault  
190 or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this Lease.  
191 To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the  
192 date the Premises became unfit for occupancy.  
193 **B.** If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault  
194 or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall  
195 give prompt written notice to Tenant.  
196
- 197 **22. BREACH OF LEASE [RE-ENTRY CLAUSE].** If Tenant materially breaches this lease, Landlord may do these  
198 things.  
199 **A.** Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up  
200 possession, Landlord may bring an eviction action (unlawful detainer action).  
201 **B.** Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If  
202 Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action).  
203 Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's  
204 right to evict.  
205 **C.** Bring an eviction action immediately (unlawful detainer action).  
206

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

209  
210 **24. SUBORDINATION.** This lease is subordinate to any mortgage against the Premises. No new owner or lender shall  
211 disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents  
212 reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any  
213 mortgagee.

214  
215 **25. EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal rights and remedies. The  
216 use of one or more rights or remedies is not an election of remedies.

217  
218 **26. SUBROGATION.** Tenant and Landlord give up all rights of subrogation against the other for loss or damage  
219 covered by insurance.

220  
221 **27. TERMS.** Where appropriate, singular terms include the plural and plural terms include the singular.

222  
223 **28. MISREPRESENTATIONS.** Any materially false statement made by either Landlord or Tenant to the other that  
224 induces the signing of this Lease is a breach of this Lease.

225  
226 **29. ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS.** Attachments to this Lease, such as  
227 Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with its  
228 attachments is the entire agreement between Landlord and Tenant.

229  
230 **30. NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.

231  
232 **31. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**  
233 **A.** Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or  
234 curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to  
235 manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter,  
236 deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.  
237 **B.** Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT. §617.80,  
238 Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.  
239 **C.** Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT.  
240 §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.

241  
242 The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there is  
243 not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.

244  
245 **32. LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.**  
246  
247 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards  
248 if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting  
249 pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the  
250 dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

251  
252 **A. Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises  
253 (If none, state "none.") unknown, but may be present given the age of the Premises  
254 \_\_\_\_\_  
255 \_\_\_\_\_

256  
257 **B. Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and reports available  
258 to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports  
259 are available to Landlord, state "none.") NONE  
260 \_\_\_\_\_  
261 \_\_\_\_\_

262  
263 **C. Tenant's Acknowledgment.** Tenant has received the records or reports noted in paragraph B., above and a copy  
264 of the pamphlet, Protect Your Family from Lead in Your Home, EPA publication EPA747-K-94-001.

265  
266 Tenants' initials \_\_\_\_\_

267  
268 **D. Agent's Acknowledgment.** Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d) and  
269 is aware of agent's responsibility to ensure compliance.

270  
271 Agent's initials \_\_\_\_\_

272  
273 By signing below, Landlord, Tenant and Agent certify the accuracy of the statements in the above paragraph.  
274 [Signature] 8/10/13 [Signature] 8/10/13  
275 Landlord Date Tenant Date Agent Date  
276 \_\_\_\_\_

277  
278 **33. CHANGES TO LEASE.** Landlord and Tenant may change the terms of this Lease in writing.

279  
280 **34. SMOKING.** (check one)  Tenant may allow smoking on the Premises.  
281  Tenant shall not allow smoking on the Premises.

282  
283 **35. UTILITIES SERVICE NOTICE.** If any of the utilities or services on Page 1 of this Lease is rebilled 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]: NA

(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.





**EXHIBIT "A" TO RESIDENTIAL LEASE**  
**35 Winnipeg Ave., St. Paul, MN 55117**

1. **PREMISES:** Premises consists of the House located at 35 Winnipeg Avenue, St. Paul, Minnesota 55117.
2. **NOTICE PERIOD:** Sixty (60) days.
3. **UTILITIES:** All paid by Tenant. Tenant must switch utility service into Tenant's name within three (3) business days from the time Tenant takes occupancy. Landlord reserves the right to charge \$250.00 as an Administrative Fee for switching any utility services into Tenant's name and will be charged to Tenant for failure to comply with this request. If Tenant fails to pay utilities, Landlord also reserves the right to pay them with use of the Security Deposit, if any. Tenant Initials:     *MS*
4. **REMINDER NOTICES:** If there are any defaults by Tenant under this Lease requiring "Reminder Notices" to be sent by Landlord, there shall be a \$15.00 fee added to the rent due for each Reminder Notice sent, whether such notice is sent by regular mail or e-mail.
5. **LEASE APPLICATION:** Tenant's Lease Application, if any, is made a part of this Lease. If Landlord determines that any oral or written statements made by Tenant in the Rental Application or otherwise are not true or complete in any way, then Tenant has violated this Lease and may be evicted.
6. **RENT:** Tenant will pay Landlord the full monthly rent, plus any service charge or other charges in accordance with this Lease, on or before midnight of the first day of each month while this Lease is in effect and during any extensions or renewals of this Lease, without the need for demand being made by Landlord. Post-dated checks shall not be accepted. Furthermore, Tenant will be liable to Landlord for any bank fees incurred by Landlord as a result of bounced checks, early deposit fees, or fees resulting from post or pre-dated checks from Tenant. First month's rent is due upon the signing of this Lease. This Lease is contingent upon Landlord receiving Tenant's \$1,000.00 damage deposit in cash or other collected funds on or before August 16, 2013. If that does not happen, this Lease is null and void. Tenant shall have no right of occupancy unless and until this contingency is removed. Rent shall be payable on the 9<sup>th</sup> day of each month. Rent for October shall be prorated.
7. **LATE RENT, SERVICE CHARGE AND RETURNED CHECK FEE:** In the event that any assessed late fees are not paid in full by the following month, Tenant is subject to eviction, collections, and damages caused by no or slow payment of rent. Furthermore, if the rent is late more than two times in any given Lease term, a rent increase of 5% will be implemented and remain through out the entire remaining term of the Lease. The 5% will be added to the monthly rent of \$1,000.00. **TENANT INITIALS REQUIRED**     *[Signature]*

In the event that any payment by Tenant is returned, Tenant shall be subject to a bank fee and administrative fee of \$250.00. Furthermore, this Lease shall then be subject to immediate cancellation at Landlord's sole discretion, in which case Tenant must vacate the Premises within five (5) business days. Tenant's security deposit shall then also be forfeited and applied to compensate Landlord for the loss associated with Tenant's default. Failure to vacate within five (5) days will result in liability to Landlord for damages, penalties and possible criminal actions. Landlord reserves the right to change the locks on the Premises at 12:00 midnight on the fifth day.

Tenant's INITIALS:     *MW*    

**8. USE OF PREMISES:**

**A. OCCUPANCY AND USE:** Only the persons listed above as Tenants may live in the Premises. If Tenant allows others to live in the Premises on a full time basis without Landlord's prior written consent, then Tenant shall owe additional rent equal to 50% of Tenant's normal rent for each month such person(s) are residing in the Premises. No part of the Premises shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

**B. SUBLETTING:** A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, subletting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease. Landlord will require an application for any additional Tenant, and will charge a processing fee for credit and reference verification. An additional security deposit may be required from the new Tenant.

**9. CONDITION AND CARE OF PREMISES:**

**A. CONDITION:** Tenant stipulates, represents and warrants that Tenant has visually examined the Premises, and that it is at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. By signing this Lease, Tenant agrees that Tenant has taken the Premises as-is unless otherwise

specifically noted in this Lease. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises was in the condition described in this paragraph at the time Tenant took possession. Landlord has made no promises to repair or improve the Premises unless specifically noted in this Lease. Tenant understands that Tenant takes the Premises "as is".

**B. TENANT PROMISES:** Tenant will, at Tenants' sole expense, keep and maintain the Premises and yard and common areas in good, clean, uncluttered and sanitary condition and repair during the term of this Lease and any renewal thereof. This shall include furnace filter replacement, unclogging any clogged sinks and toilets, as well as pest control. In the event maintenance is requested and required under this Lease by Landlord, the work must be completed within two business days from the date of request. Without limiting the generality of the foregoing, Tenant shall:

(i) Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

(ii) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(iii) Not obstruct or cover the windows or doors;

(iv) Not leave windows or doors in an open position during any inclement weather;

(v) Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

(vi) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

(vii) Keep all air conditioning filters clean and free from dirt;

(viii) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

(xi) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be

deposited or permitted to stand on the exterior of any building or within the common areas or in the yard;

(xii) Abide by and be bound by any and all rules and regulations affecting the Premises or the common areas appurtenant thereto and which may be adopted by Landlord in its sole discretion from time to time;

(xiii) Not use the Premises in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in the building insurance, which shall include not using or storing on or near the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company;

(xiv) not paint or wallpaper, or make other attachments to the walls or ceilings of the Premises, or drill any holes in the walls or floors, or make any alterations, improvements, or structural changes to the Premises without the prior written consent of Landlord (this includes the installation of satellite, and or cable services, which requires bolting, drilling and adhering equipment to the Premises);

(xv) be responsible for all lawn and landscaping care and for all snow removal from any drives and sidewalks. If Tenant fails to properly fulfill this responsibility and Landlord must mow the lawn or remove snow, for example, Tenant shall be liable to Landlord for the cost of such work.

**C. TERMINAL CONDITION:** When Tenant moves out, Tenant shall leave the Premises in a good and clean condition, except for ordinary wear and tear. Upon moving out, Tenant will clean all floors, windows and closets, scrub all bathroom and kitchen fixtures and appliances, clean and shampoo, if necessary, all soiled carpeting, and return all keys and/or openers. If Tenant has soiled carpeting that it cannot be adequately cleaned, Tenant shall be liable to Landlord for the replacement of such carpeting. Tenant shall not to remove any fixtures or furnishings supplied by Landlord, or permanently installed by Tenant, without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed in or about the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain in place at the expiration or earlier termination of this Lease.

**10. DURATION OF LEASE:**

**A. MOVING OUT BEFORE LEASE ENDS:** If Tenant moves out of the

Premises before the Ending Date of Possession, Tenant is responsible for rent and any other losses or costs including court costs and attorney's fees.

~~**B. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If Tenant wishes to move out of the Premises on the Ending Date of Possession, Tenant must give Landlord prior written notice equal to sixty days. If Tenant fails to give proper notice, Landlord may: 1) extend the Lease for one NOTICE PERIOD and b) raise the rent. If Tenant stays in the Premises after the Ending Date of Possession with the approval of Landlord, and Tenant and Landlord have not renewed this Lease or entered into a new Lease, this Lease shall be extended under its original terms except a) the duration shall be changed to month to month, and b) Landlord may raise the rent.~~

**C. MOVING OUT OF THE PREMISES:** Tenant will move out of the Premises when this Lease ends unless the parties have reached an agreement for Tenant's continued occupancy after the original Lease term at least thirty days' prior to the Ending Date of Possession. If Tenant moves out after this Lease ends, Tenant shall be liable to Landlord for 1.5 times the normal monthly rent, together with any resulting losses including court costs and attorney's fees.

**D. ABANDONMENT:** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-rent the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-renting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-renting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then any personal property belonging to Tenant and left in the Premises shall be conclusively deemed to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so. Tenant's absence from the Premises for 14 consecutive days while the rent remains due and unpaid shall be deemed an abandonment of the Premises.

**11. ATTORNEY'S FEES:** If Landlord retains an attorney due to any default by Tenant, Tenant must pay Landlord's actual attorney's fees, court costs, and other costs, even if rent is paid after the attorney is retained. This paragraph replaces and supersedes

Lease paragraph 8.

12. **LANDLORD'S RIGHT TO ENTER THE PREMISES:** Landlord's right of entry shall include entry for the purpose of removing placards, signs, fixtures, alterations or additions, and or showings that do not conform to this Lease or to any restrictions, rules or regulations affecting the Premises. Landlord may also show the Premises to potential new Tenants or buyers. Landlord may display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time.
13. **LANDLORD'S LEGAL RIGHTS AND REMEDIES/NON-WAIVER:** Landlord may use its legal rights and remedies in any combination. By using one or more of these rights or remedies Landlord does not give up any other rights or remedies it may have. Acceptance by Landlord of partial rent or of a partial cure of a delinquency by Tenant shall, under no circumstances, constitute any waiver by Landlord of any of its rights under the Lease, including the right to evict Tenant for only paying partial rent or partially curing any default.
14. **LIABILITY OF TENANT AND LANDLORD:**
  - A. **INTERRUPTION:** Landlord does not warrant that the services referred to in this Lease will be free from interruption. Any such interruption shall not be deemed an eviction of the Tenant, or render Landlord liable to Tenant for damages, nor relieve Tenant from any of his/her obligations under this Lease.
  - B. **DAMAGE OR INJURY TO TENANT OR HIS/HER PROPERTY:** Landlord is not responsible for any damage or injury that is done to Tenant or his/her property, guests or their property that was not caused by Landlord. Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. Tenant is responsible to obtain renter's insurance to protect against injuries or property damage.
  - C. **ACTS OF THIRD PARTIES:** Landlord is not responsible for the actions, or for any damages, injury or harm caused by third parties (other Tenants, guests, trespassers) who are not under Landlord's control, or for acts of God.
  - D. **TENANT SHALL REIMBURSE LANDLORD FOR:** 1) Any loss, property damage, or other cost of repair or service (including plumbing problems) caused by the negligence or improper use by Tenant, his/her agents, family or guests or pets; 2) any loss caused by doors or windows being left open; 3) all costs Landlord has because of abandonment of the Premises or other violations of the Lease by Tenant, such as costs for advertising the Premises; 4) all court costs and attorney's fees Landlord has in any suit for eviction, unpaid rent, or any other debt or change.

15. **CONFLICTING PROVISIONS:** Any attachments or addenda to this Lease are a part of this Lease. If a term of any attachment or addendum conflicts with any term of this Lease, the language of the attachment or addendum term will be controlling. This Lease and its attachments and addenda and any other written agreements are the entire agreement between Tenant and Landlord.
16. **NOTICES:** All Tenants agree that notices and demands delivered by Landlord to the Premises are proper notice to all Tenants, and are effective as soon as delivered to the Premises.
17. **RIGHTS:** The rights of Landlord under this Lease shall be cumulative, and failure on the part of Landlord to promptly exercise any rights given hereunder shall not operate to forfeit any of said rights.
18. **EMINENT DOMAIN:** If the Premises or any part thereof is taken by virtue of eminent domain, this Lease shall expire on the date when the same shall be so taken and the rent shall be apportioned as of said date. No part of any award, however, shall belong to Tenant.
19. **BENEFIT:** All covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrator and assigns of Landlord and Tenant, without affecting the subletting restrictions imposed in this Lease.
20. **VALIDITY:** It is expressly agreed between the parties that if any clause of this Lease is found unconscionable it shall not affect the validity of the remainder of this Lease.
21. **CONTEXT:** The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. All references to Landlord which refer to rights of Landlord or protections for Landlord shall be deemed to refer to the fee owner of the Premises with equal force.
22. **GOVERNING LAW:** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota.
23. **SEVERABILITY:** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
24. **DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for