

RESIDENTIAL LEASE

NATIONAL PROPERTY MANAGEMENT

MINNESOTA DIVISION

RESIDENT(s): *****SAMPLE LEASE*****

MANAGEMENT: NATIONAL PROPERTY MANAGEMENT

APARTMENT ADDRESS :

DURATION OF LEASE : **UNTIL NOTICE GIVEN NOTICE PERIOD : 46 DAYS**

***NOTICE TO VACATE MAY NOT BE GIVEN FOR THE MONTHS OF DECEMBER AND JANUARY.**

STARTING DATE OF LEASE: _____ ENDING DATE : **LAST DAY OF MONTH OF NOTICE PERIOD**

TOTAL MONTHLY RENT: \$985. SECURITY DEPOSIT: \$450.

OTHER MONTHLY CHARGES INCLUDED IN RENT:

UTILITIES PAID BY RESIDENT: **PHONE, ELECTRIC, GAS**

UTILITIES INCLUDED IN RENT: **WATER, TRASH, HEAT**

SERVICE CHARGE : RENT IS DUE ON THE 1ST OF THE MONTH, A 5% LATE FEE WILL BE CHARGED ON RENT RECEIVED AFTER THE 5TH OF THE MONTH AND AN ADDITIONAL 2.5% EVERY 5 DAYS THEREAFTER.

PROPERTY OWNER

***MAKE RENT CHECKS PAYABLE TO:

MAIL TO: **3327 WOOD DUCK DR.
PRIOR LAKE, MN 55372**

AGENT AND MANAGER OF BUILDING AUTHORIZED TO RECEIVE AND GIVE NOTICES IS:

DAVID JOHNSON - NATIONAL PROPERTY MANAGEMENT

ADDRESS: **3327 WOOD DUCK DR. – PRIOR LAKE, MN 55372** PHONE: **952/226-6498** EMERGENCY **952/926-6495**
CELLULAR **612/839-5017**

AGREEMENTS

- 1- AFTER PROPER NOTICE RESIDENTS WILL CLEAN AND VACATE APARTMENT AND RETURN ALL KEYS TO MANAGEMENT BY 1PM ON THE LAST DAY OF LEASE. RESIDENTS WILL PAY **\$10.00 PER KEY NOT RETURNED** AND **\$35.00 REKEYING CHARGE PER LOCK** IF NO KEYS ARE RETURNED BY 1PM. RESIDENTS WILL ALSO PAY A **\$50.00 PENALTY PLUS ANY CLEANING COSTS** IF APARTMENT IS NOT CLEAN AND VACANT BY 1PM. RESIDENT WILL PAY **\$75.00 FOR EACH ADDITIONAL DAY** APARTMENT IS NOT VACATED.
- 2- RESIDENT(S) AND PROPERTY MANAGEMENT WILL PERFORM A ROOM BY ROOM WALK THROUGH OF APARTMENT AND MAKE NOTE OF ANY DAMAGE OR DEFECTS AND SCHEDULE ANY WORK REQUIRED, BOTH RESIDENT(S) AND MANAGEMENT WILL SIGN WALK THROUGH.
- 3- RESIDENTS **WILL NOT** PAINT OR ALTER APARTMENT WITHOUT **WRITTEN APPROVAL FROM MANAGEMENT.**
- 4- PETS: RESIDENT MAY HAVE SPAYED OR NUETERED CAT AND WILL KEEP LITTER BOX CLEAN, **DOGS ARE NOT ALLOWED.**
- 5- RESIDENT(S) **WILL NOT** LEAVE TRASH OR PERSONAL ITEMS IN BUILDING HALLS OR BASEMENT.
- 6- RESIDENT(S) **MAY NOT** HAVE LIVE CHRISTMAS TREES IN APARTMENT AND WILL PAY \$25.00 PENALTY IF VIOLATED.
- 7- ANY UNLICENSED, INOPERABLE, OR UNAUTHORIZED VEHICLES PARKED IN PARKING LOT WILL BE TOWED AT OWNERS EXPENSE.
- 8- **TERMINATION FEE OF ½ MONTHS RENT WILL BE CHARGED IF NOTICE OF INTENT TO VACATE IS GIVEN WITHIN FIRST YEAR OF OCCUPANCY.**
- 9- **MANAGEMENT WILL NOT RAISE RENT FOR FIRST YEAR OF LEASE.**

MANAGEMENT (ACTING AS AGENT FOR OWNER) AND RESIDENT AGREE TO THE TERMS OF THIS LEASE ANY ATTACHMENTS THAT MAY BE MADE PART OF THIS LEASE.

MANAGEMENT _____ RES. _____ DATE _____
 _____ DATE _____ RES. _____ DATE _____

TERMS OF THIS LEASE

A. RENT

1. **PAYMENT:** RESIDENT will pay MANAGEMENT the full monthly rent before midnight of 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.
2. **WHO IS RESPONSIBLE FOR RENT:** Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.
3. **DUTY TO PAY RENT AFTER EVICTION:** If RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent until: 1) the Apartment is re-rented; 2) the DATE THIS LEASE ENDS; or 3) if the Lease is month-to-month, the next notice period 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 or, if the Lease is month-to-month, until the end of the next notice period.
4. **LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:** RESIDENT will pay the SERVICE CHARGE listed above if RESIDENT does not pay the full monthly rent by the 5th day of the month. RESIDENT also will pay a fee of \$20 for each returned check.

B. USE OF APARTMENT

5. **OCCUPANCY AND USE:** Only the persons listed above as RESIDENTS may live in the Apartment. Persons not listed as RESIDENTS may live in the Apartment only with the prior written consent of MANAGEMENT. RESIDENTS may use the Apartment and utilities for normal residential purposes only.
6. **SUBLETTING:** RESIDENT may not lease the Apartment to other persons (sublet), assign this Lease or sell this Lease without the prior written consent of MANAGEMENT.
7. **RESIDENT PROMISES:** 1) 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 his/her guests to do so; 2) to use the apartment only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT'S insurance; 3) not to use or store on or near the Apartment any flammable or explosive substance; 4) not to interfere in the management and operation of the Apartment

- building; 5) that the Apartment, common areas, or area surrounding the building will not be used by the RESIDENT or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess any illegal drugs.
8. **WATERBEDS:** RESIDENT may not keep a waterbed or other water-filled furniture in the Apartment without the prior written consent of MANAGEMENT.
 9. **PETS:** RESIDENT may not keep animals or pets of any kind in the Apartment without the written consent of MANAGEMENT.

C. CONDITION OF APARTMENT

10. **MANAGEMENT PROMISES:** 1) That the Apartment and all common areas are fit for use as a residential premises; 2) 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 his/her guests; 3) to maintain the Apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 4) to keep the common areas clean and in good condition.
11. **RESIDENT PROMISES:** 1) Not to damage or misuse the Apartment or waste the utilities provided by MANAGEMENT or allow his/her guests to do so; 2) not to paint or wallpaper the Apartment, or make any structural changes in the Apartment without the prior written consent of MANAGEMENT; 3) to keep the Apartment clean; 4) to give written notice to MANAGEMENT of any necessary repairs to be made; 5) to notify MANAGEMENT immediately of any conditions in the Apartment that are dangerous to human health or safety, or which may damage the Apartment or waste utilities provided by MANAGEMENT; 6) that when RESIDENT moves out, the Apartment will be left in good condition, except for ordinary wear and tear; 7) not to remove any fixtures or furnishings supplied by MANAGEMENT without the prior written consent of MANAGEMENT; 8) to cooperate with MANAGEMENT'S efforts at pest control. This may include, among other things, RESIDENT'S emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminator to enter and treat the Apartment.
12. **SECURITY DEPOSIT:** Management may keep all or part of the security deposit: a) for damage to the Apartment beyond ordinary wear and tear; and b) for rent or other money owed to MANAGEMENT.
13. **DESTROYED OR UNLIVABLE APARTMENT:** If the Apartment is destroyed or damaged so it is unfit to live in due to any cause, MANAGEMENT may cancel this Lease immediately and may choose not to rebuild or restore the Apartment. If the destruction or damage was not RESIDENT'S fault and MANAGEMENT cancels this Lease, rent will be pro-rated and the balance will be refunded to RESIDENT.

D. DURATION OF LEASE

14. **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.
15. **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.
16. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If RESIDENT wishes to move out of the Apartment on the DATE THIS LEASE ENDS, RESIDENT must give MANAGEMENT prior written notice equal to the NOTICE PERIOD. If RESIDENT fails to give proper notice, MANAGEMENT may a) extend the Lease for one NOTICE PERIOD and b) raise the rent. 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 in to 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) MANAGEMENT may raise the rent.
17. **TERMINATION AND ALTERATION OF MONTH-TO-MONTH LEASE:** When the Lease is month-to-month, MANAGEMENT and RESIDENT may terminate the Lease only 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 month-to-month Lease, including the amount of rent, by giving RESIDENT written notice at least equal to the NOTICE PERIOD.
18. **MOVING OUT OF THE APARTMENT:** RESIDENT will move out of the Apartment when this Lease ends. If RESIDENT moves out after this Lease ends, RESIDENT will be liable to MANAGEMENT for any resulting losses including rent, court costs and attorney's fees.

E. RIGHTS OF MANAGEMENT

19. **EVICITION:** If RESIDENT violates any of the terms of this Lease, RESIDENT may be evicted immediately and without prior notice. If RESIDENT is evicted but does not move out voluntarily, MANAGEMENT may bring an eviction action. If RESIDENT violates a term of this Lease but MANAGEMENT does not sue or evict RESIDENT, MANAGEMENT may still sue or evict RESIDENT for any other violation of any term of this Lease. 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.
20. **EVICITION AFTER PARTIAL PAYMENT OF RENT:** It is expressly agreed to between MANAGEMENT and RESIDENT that, pursuant to Minn. Stat. §504.02, subd. 1(c), acceptance by MANAGEMENT of less than the full amount of rent due from RESIDENT does not waive MANAGEMENT'S right to recover possession of the rental premises for nonpayment by RESIDENT of balance of rent owed MANAGEMENT.
21. **ATTORNEY'S FEES AND ENFORCEMENT COSTS:** If MANAGEMENT brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual attorneys' fees, or other legal fees and expenses including fees paid to a collection agency, expenses, and court costs even if rent is paid after the legal action is started.
22. **MANAGEMENT'S RIGHT TO ENTER:** MANAGEMENT or its authorized agents may enter the Apartment at any reasonable time to inspect, improve, maintain or repair the Apartment, or do other necessary work, or to show the Apartment to potential new RESIDENTS or buyers.
23. **MANAGEMENT'S LEGAL RIGHTS AND REMEDIES:** MANAGEMENT may use its legal rights and remedies in any combination. By using one or more of these rights or remedies MANAGEMENT does not give up any other rights or remedies it may have. Acceptance of rent does not waive MANAGEMENT'S right to evict RESIDENT for any past or existing violation of any term of this Lease.
24. **LEASE IS SUBJECT TO MORTGAGE:** The Apartment building may be mortgaged or may be subject to a contract for deed. RESIDENT agrees that the rights of the holder of any present or future mortgage or contract for deed are 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

25. **DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:** MANAGEMENT is not responsible for any damage or injury that is done to RESIDENT or his/her property, guests or their property that was not caused by MANAGEMENT. MANAGEMENT recommends that RESIDENT obtain Renter's Insurance to protect against injuries or property damage.
26. **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.
27. **RESIDENT SHALL REIMBURSE MANAGEMENT FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by RESIDENT, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs MANAGEMENT has because of abandonment of the Apartment or other violations of the Lease by RESIDENT, such as costs for advertising the Apartment; 4) all court costs and attorney's fees MANAGEMENT has in any suit for eviction, unpaid rent, or any other debt or charge.
28. **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 MANAGEMENT'S failure or delay in asking for any payment. MANAGEMENT can ask for any money owed by RESIDENT before or after RESIDENT moves out of the Apartment.

G. MISCELLANEOUS

29. **FALSE OR MISLEADING RENTAL APPLICATION:** If MANAGEMENT determines that any oral or written statements made by RESIDENT in the rental application or otherwise are not true or complete in any way, then RESIDENT has violated this Lease and may be evicted.
30. **BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE; 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 term will be controlling. MANAGEMENT'S building rules are a part of this Lease, and MANAGEMENT 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 any other written agreements are the entire agreement between RESIDENT and MANAGEMENT.
31. **NOTICES:** All RESIDENTS agree that notices and demands delivered by MANAGEMENT to the Apartment are proper notice to all RESIDENTS, and are effective as soon as delivered to the Apartment.