

Daniel & Joann McMullen  
11283 Kimball Ave. NW  
Annandale, MN 55302  
(320)761-1514  
(320)260-8933

### RESIDENTIAL RENTAL AGREEMENT

(Please make all checks payable to Daniel McMullen)

This lease entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Daniel and Joann McMullen hereinafter designated LESSOR, and \_\_\_\_\_, hereinafter designated LESSEE. Lessee agrees to rent the premises at \_\_\_\_\_, Apt. # \_\_\_\_\_ including the furnishings and appliances therein, commencing \_\_\_\_\_, \_\_\_\_\_ and continuing through \_\_\_\_\_, \_\_\_\_\_ for a term of \_\_\_\_\_ months and for the sum of \$ \_\_\_\_\_/month + a monthly parking fee of \$ \_\_\_\_\_/month, **totaling \$ \_\_\_\_\_/month**. The total obligation for the term of this lease is \$ \_\_\_\_\_.

#### LESSEE PROMISES TO THE FOLLOWING :

**1. Security Deposit-** Total security/damage deposit is \$ \_\_\_\_\_. A security/damage deposit of \$ \_\_\_\_\_ shall be paid upon execution of this lease and the remaining balance shall be paid by the \_\_\_\_\_ day of \_\_\_\_\_. Forfeiture of partial deposit and rights to the leased house/apartment/room if second portion of deposit is not paid by the designated date. The security/damage deposit set forth above shall secure the performance of resident's obligations. Lessor may, but shall not be obligated, all or portions of said deposit on account of residents obligations. Any balance remaining upon expiration shall be returned to lessee. Minnesota Statutes 504.20 subdivision 7a provides that no tenant may withhold any portion of last months rental payment on the grounds that the security deposit should pay the rent. The owner may bring a legal action against lessee for withholding rental payment.

One (1) time C.A.M. fee is \$ \_\_\_\_\_. This will be deducted from security deposit upon vacating the property.

**2. Payment of Rent-** Rent is due on, or before, the 1<sup>st</sup> day of each month. Rent paid after the 1<sup>st</sup> will encounter a late fee of \$30 plus service charge of \$2 per day for each day beyond the 1<sup>st</sup> of the month and a \$30-per check charge will be assessed for all bad checks. **First and last month's rent (is/is not) due upon move-in.**

**3. Utilities-** Lessee/Tenant shall be responsible for the following utilities; heat \_\_\_\_\_, hot water \_\_\_\_\_, electric \_\_\_\_\_, rubbish removal \_\_\_\_\_, water/sewer \_\_\_\_\_, basic cable \_\_\_\_\_.

**4. Default of Rent-** In the event of default by one signatory, each remaining signatory shall be responsible for timely payment of rent and fulfillment of lease. Each signatory is jointly and severally liable for full payment of rent and in the event lessee is forwarded to collections, due to nonpayment of rent, lessee agrees to pay balance of lease in full. Any unpaid rents that exceed 30 days past due will be charged 1% per month on the remaining balance until paid in full.

**5. Furnishing and Appliances-** A stove and refrigerator will be furnished. There may be other furnishings in the house/apartment/room that the lessee will be responsible for; and inventory is on file. Most apartments/rooms have shades, blinds, or curtains, however, lessor will not be obligated to furnish these items if not present. For your convenience a coin operated washer and dryer may be on the premises. However, management makes no guarantee that washer and dryer will be operable at all times.

**6. Waterbeds/Aquariums-** Waterbeds and aquariums are forbidden. Tenants may not be on any porches or decks past 10:00 P.M. A \$100 fine may apply to tenants who are noncompliant.

**7. Lockouts-** If you are locked out of the house, apartment, or room, please call lessor and he will unlock it for you. However, a \$35 charge will be assessed.

**8. Parties-** Any event involving guests must be prudent and with respect to the right of other tenants and neighbors. It is understood by lessee that the premises is rented for dwelling purposes only and is not to be used for parties.

**"SIZE OF GATHERING"**- If lessor, or his assigns suspects a party, immediate entry must be granted regardless of time. You will be in violation of this contract when \_\_\_\_\_ or more individuals are in, or near the rented dwelling unit at any one time.

- This violation is considered a material breach of contract and is grounds for immediate termination of this lease.
- Any prepaid rent and security/damage deposit will be forfeited if Lessees are found to be in violation of this clause. Lessee Must immediately pay an additional deposit equal to or greater than the original deposit.
- Furthermore, a \$200 penalty will be imposed on each tenant responsible for the violation.

**"NOISE"**- Violation pursuant to City Codes and Ordinances 1050:10 "Landlord's Liability" it is hereby agreed that a material breach of this contract will have occurred if you, or any of your guests are named on a noise violation. Furthermore if lessor or his assigns can hear noise 50 feet from property it will be considered a violation of City Codes and Ordinances 1050:10.

- This material breach of contract is grounds for immediate termination of this lease.
- Any prepaid rent and security/damage deposit will be forfeited. Lessee must immediately pay an additional deposit equal to Or greater than the original deposit.
- Furthermore, a \$1000 penalty will be imposed on each tenant cited for the noise violation.

**"KEG"**- Violation discovery of a keg (whether empty or full) in the dwelling unit, or on the premises, will result in a \$300 penalty, for one keg and \$500 for each additional keg.

- This material breach of contract is grounds for immediate termination of this lease.
- Any prepaid rent and security/damage deposit will be forfeited. Lessee must immediately pay an additional deposit equal to Or greater than the original deposit.

**"SMOKING"**- Smoking is prohibited in all common areas and inside apartments. Furthermore, a \$100 penalty will be imposed on tenant per violation.

**9. Move in-** Lessee is responsible for any normal move-in cleaning. Lessee accepts premise as being in good order and repair unless otherwise indicated. Lessee shall, at her/his own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at expiration in as good a condition as received. Inspections will be held at the end of every quarter. If premises is not satisfactory, the landlord will arrange for cleaning at a charge of \$35 per hour. Lessee shall be responsible for all repairs required, caused by their negligence or that of their guests. Lessee shall not paint or otherwise redecorate, or make alterations without the prior written consent of lessor. Lessee shall have 3 days after moving in to report any prior damages or conditions requiring maintenance or repairs. Thereafter, any damage including clogged drains, shall be the responsibility of lessee. Light bulbs and batteries for smoke detectors will be provided at the time of move-in. Thereafter, the lessee will be required to replace burned out bulbs and batteries, and upon move-out, all light bulbs and battery operated smoke detectors must be working.

**10. Move out-** When vacating apartment/house, clean entire apartment/house/room including: windows, floors, exhaust fan, bathroom closets, shelves, kitchen cabinets, stove, refrigerator, woodwork, light fixtures and basements (where applicable). Lessee will be

charged \$35 an hour if any additional cleaning is needed upon vacating the property. Lessee will be charged \$35 an hour if painting/repair is required (painting/repair is required if walls are soiled beyond the ability to clean and/or excessive nail holes). Lessee will be charged for professional carpet cleaning. Lessor reserves the right to charge tenants for common area damage/cleaning, including but not limited to: building hallways, laundry rooms, and exterior surfaces and areas. All debris, rubbish, and discards are to be placed in the proper containers, ready for collection by the rubbish service. Lessor will charge for removal of any personal belongings left in the apartment.

**11. Keys-**All keys must be returned before any security/damage deposits refunded. Lost keys will have a \$10 replacement fee. If lock must be replaced a \$60 charge will result. No extra keys, other than lessee's keys shall be made to accommodate people not on this contract.

**12. Transfer by Lessee-**Lessee is not to sub-lease or assign, his/her interest without the prior written consent of the landlord, or his assigns. Lessee will be charged a \$150 sublet fee. If tenant vacates without locating a sub-lessee, respective security deposit is automatically forfeited. Security deposit is not forfeited if lessee located a replacement before he/she vacates. If lessor requested in writing to help in locating a replacement there will be some charges assessed for advertising and time involved in showing the property. If no replacement is found, lessee is still liable for these costs along with payment of rent.

**13. Eviction-**If Resident materially violated any of the terms of this lease, he/she may be evicted immediately and without prior notice. In the event that resident does not vacate voluntarily upon eviction, Management may commence a legal evicting action. If Management excuses a specific violation of a particular section of this lease by Resident and thereby waives its right to eviction, such waiver is not deemed to be a waiver regarding any subsequent similar violation, or violation of any other section of this lease. Under state law, a lawful seizure from any apartment of any illegal object or substance, including drugs, totaling at least \$1,000 constitutes unlawful possession of the apartment by the Resident. Management is required by state law to start or authorize an eviction action against Resident within 15 days of notice of the seizure.

**14. Duty to Pay After Eviction-**If Resident is evicted by Management, whether or not Management obtains a court order to enforce this eviction notice (due to Resident's breach of this lease), Resident must continue paying the full amount of the rent for the full remaining term of the lease agreement or until the apartment is re-rented. If apartment is re-rented for less rent, resident will be responsible for the difference until the end of the lease.

**15. Attorneys Fees and Enforcement Costs-**If Lessor brings any legal action against Lessee. Lessee must pay Lessor's actual attorney's fees, or other legal fees and expenses including fees paid to a collection agency, other expenses, and court costs even if the rent is paid after legal action is started.

**16. Disturbances-**The lessee shall not make any disturbing noises in the building, nor permit the making of any such noises, by their friends, relatives, invitees, or agents. Nor shall lessee do, or permit to be done, anything by such persons that will interfere with the rights, comforts, or conveniences of other occupants in the building. Lessee shall not operate, nor permit to be operated, any musical instrument, radio television, stereo, or other like device in such a manner that it is audible other than the room in which it is located. A \$125 penalty will be imposed on each tenant responsible for lease violations.

**17. No Pets-**Pets of any kind shall not be allowed on the premises, even temporarily. The presence of a pet will subject lessee to a \$100 one time penalty and a service charge of \$10 per day that the pet remains with resident. Payment of penalty and service charge shall be made immediately upon request of landlord or assigns.

**18. Automobiles/Parking-**Auto repairs, including oil changes, are not permitted in the parking areas, nor will the washing of cars be permitted at any time. Lessor reserves the right to adopt emergency regulations for the purpose of snow removal or other maintenance functions. Lessee shall not drive any motor vehicles on the grass or where grass is intended. Lessee shall drive and park only in designated parking areas. There will be a parking charge of \$\_\_\_\_\_ per month per vehicle. Vehicles without parking permission will be towed at vehicle owner's expense. Assigned spots or parking stickers may be issued by lessor to distinguish legal/illegal parking.

**19. Right to Enter-**Allow lessor, or assigns to inspect the premises at any reasonable time for cleanliness and maintenance checks. Also, allow lessor to show prospective tenants the apartment 365 days prior to expiration of the lease.

**20. Heating Regulations-**If lessor pays for heat, heat shall be maintained at 70 degrees on the thermostat. A \$75 charge will incur for tampering with the thermostat. If the apartment is too warm, turn down the radiator or close the vent. If problems persist contact lessor and adjustments shall be made. Please keep all windows, storm windows, and doors closed tightly during the heating seasons. It is to your benefit to practice energy conservation.

**21. Shoveling-**Lessee (will/will not) be responsible for keeping front and back porches, steps and sidewalks parallel to the street clear of ice and snow. Shoveling must be completed within 24 hours of termination of snow fall.

**22. Repairs and Maintenance-**Please notify lessor, or his or her assigns, of needed repairs. These repairs will be completed within a reasonable amount of time. In emergency cases, please call immediately. Problems can only be fixed if brought to Management's attention.

**23. Damage or Injury to Resident or His Property-**Management is not responsible for any damage or injury that is done to resident or his property or to resident's guest or their property that was not caused by a willful negligent act of Management.

*\*Management recommends resident to obtain RENTERS INSURANCE to protect themselves against injuries or damages.\**

**24. Repossession-**If premises show obvious signs of a deteriorating nature, lessor shall have the right to demand immediate repossession of premises. Deteriorating nature shall be determined by lessor and qualified third party.

**25. Abandonment-**Abandonment shall have occurred if:

- Without notifying lessor, lessee is absent from premises 10 days while rent is due and lessee's personal belongings remain on the premises.
- Without notifying lessor, lessee is absent 3 days while rent is due and lessee's personal belongings have been removed from the house/apartment.

**26. Guests-**The (house/apartment) shall be used as a residence, with no more than\_\_\_\_persons occupying the house/apartment and no more than \_\_\_\_\_ persons occupying room #\_\_\_\_\_. Occupancy by guest staying over 5 days will be in violation of this lease and a \$20 charge per day shall be paid immediately at the request of the landlord or assigns.

**27. Fire Alarms-**Tampering with any fire alarm, or fire prevention devices will result in a \$150 service charge per occurrence. This includes the removal of BATTERIES from smoke detectors, disconnection of electrical fire alarms, and intentional (no fire) discharge of fire extinguishers. A \$150 fine will result if an extinguisher is activated intentionally (no fire).

**28. Fireplaces-**Fireplaces in the house/apartment are not to be used. A penalty of \$200 will result for violation. Insurance companies do not tolerate usage of fireplaces in the building.

**29. Outdoor recreation equipment-**Swimming pools, trampolines and other outdoor recreation equipment must be cleared by management and have a written agreement issued for item(s). Any unauthorized equipment will result in a \$100 fine that must be paid immediately.

**30. Possession-**Lessee shall not be liable for rent until she/he gets possession of premises. If lessor is unable to deliver possession of the premises as agreed, lessor shall not be liable for any damages caused.

**31. Waiver-**Failure of lessor, or his assigns, to enforce any part of this agreement shall not be deemed a waiver of entire lease. Nor shall any partial payment of rent be deemed a waiver of lessor's right to collect the full amount.

**32.** No signs, bottles, flags, posters etc. are allowed to be displayed in windows or outside property. No satellite dishes are allowed on any buildings. No real trees may be used in apartments or houses.

**ADDITIONAL Agreements of this lease:**

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**Handbook- Minn.Statute 504B.181m subd.2(b) (2004) requires landlords to notify residents that “Landlord and Tenants: Rights and Responsibilities” handbook is available to them. [www.ag.state.mn.us](http://www.ag.state.mn.us)**

**LESSOR AND LESSEE PROMISE**

- I. That if said house/apartment is totally destroyed or rendered wholly untenable by fire or other casualty, without fault or negligence of lessor, or his assigns, this tenancy shall terminate as of the date of destructions and a proportion of the prepaid rent shall be refunded to lessees.
- II. In such event, any advance rental payments and security/damage deposit may be retained by the lessor to be applied toward damages for lessees default, although liability is in no way limited by rent or deposit.

**LESSOR PROMISES TO:**

Maintain the heating, plumbing, and electrical fixtures, making the necessary repairs within a reasonable time once notified by lessee, except that if plumbing becomes clogged by lessees' misuse, lessee shall pay for necessary service to correct clogged area.

**RECEIPT**

Security /Damage Deposit \$ \_\_\_\_\_ Received \_\_\_\_\_ Paid in full (yes/no)

\_\_\_\_\_  
**LESSEE** **DATE**

\_\_\_\_\_  
**LESSEE** **DATE**

\_\_\_\_\_  
**SUB-LESSEE** **DATE**

\_\_\_\_\_  
**LANDLORD (LESSOR/Mgmt.)** **DATE**

**CO-SIGNER:** The co-signer guarantees the fulfillment of the lease agreement and agrees to pay all rentals and/or charges due on the house/apartment if not paid by Residents. Signature below allows us to run a complete credit check.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Street City/State/Zip

\_\_\_\_\_  
Employer Telephone #

( ) \_\_\_\_\_  
Home Telephone # Social Security #