

# Residential Rental Contract

## 1. Tenants, Occupants, Guests, and Landlord

**Tenants** with date of birth (each adult who signs this lease is a Tenant):

---

---

---

---

**Other occupants**, including minors with date of birth:

---

---

---

---

**Landlord:** (Person authorized to receive rent, manage and maintain the Premises, and accept process and issue receipts/notices in compliance with MN Statute 504B.181):

\_\_\_\_\_ at the following address:

---

- a. Each Tenant is jointly and severally liable for the payment of rent and performance of all terms of this Rental Contract.
- b. Persons not listed on this Rental Contract as a Tenant or Occupant may stay on the Premises as guests for no more than ten consecutive days within a one month period or 14 days within a six-month period. Longer stays by guests are prohibited without the Landlord's prior written consent.
- c. Persons who sublet from Tenants or Occupants are not guests. Refer to "Prohibition of Subletting" in this Rental Contract for details.

## 2. Premises

- a. The Premises includes:

The \_\_\_\_\_ dwelling unit at 1161 Hubbard Ave., Saint Paul, MN, 55104

The driveway and garage for parking four operable motorized wheeled vehicles.

*Tenant Rules and Regulations (Attachment A)* defines the vehicles allowed and other rules for using the driveway and garage.

- b. All occupants of 1161 Hubbard Ave., Saint Paul, MN may access areas outside the Premises, known as the Common Area, which includes (1) the building's porch and entry (2) curtilage [Curtilage means the grounds surrounding the building in which the Premises is located.] (3) the garage area set aside to store grills, non-motorized wheeled vehicles and garbage containers. Refer to *Tenant Rules and Regulations (Attachment A)* for rules on using the Common Area.

## 3. Lease term

Tenant leases the Premises:

For \_\_\_\_\_ months

Month-to month

Starting date of possession \_\_\_\_\_

Ending date of possession (if known) \_\_\_\_\_

- a. 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.
- b. 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.
- c. 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.

- d. Notices regarding changes in terms delivered by Landlord to the Tenant are (1) considered and accepted to be proper notice to Tenant; (2) are effective as soon as delivered, and (3) may be left in a conspicuous place in the Premises or transmitted electronically.

#### **4. Rent**

Tenant will pay Landlord a monthly rent of \$\_\_\_\_\_ before 11:59 p.m. on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day.

It is expressly agreed that acceptance of less than the full amount of rent due from Tenant does not waive Landlord's right to recover possession of the Premises for nonpayment of rent. Acceptance of rent does not waive Landlord's right to evict Tenant for any past or existing violation of any term of this Rental Contract.

#### **Delivery of payment**

by mail to Sarah Kern, \_\_\_\_\_ (Address).

in person at \_\_\_\_\_ (Address).

#### **Form of payment**

Landlord will accept payment in these forms:

personal check made payable to Sarah Kern

cashier's check made payable to Sarah Kern

credit card

money order

automatic credit card debit

electronic funds transfer (Bill pay between Tenant's bank and Landlord's account at TruStone Financial Federal Credit Union)

cash

### **Prorated first month's rent**

For the period from Tenant's move-in date of \_\_\_\_\_, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$ \_\_\_\_\_. This amount will be paid on or before the date Tenant moves in.

## **5. Security Deposit**

- a. On signing this Rental Contract, Tenant will pay to Landlord the sum of \$ \_\_\_\_\_ as a security deposit. Tenant will not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Rental Contract.
- b. If Tenant is approved to keep an animal or animals, the sum includes an additional \$ \_\_\_\_\_ toward damages and cleaning that result from keeping the animal or animals.
- c. Landlord may keep all or part of the security deposit for (1) damage to the apartment beyond ordinary wear and tear; (2) rent or other money owed to Landlord; (3) loss of door keys (\$25 per key in addition to locksmith charges) or garage door remotes (\$50 per remote); and (4) cleaning expenses for leaving the apartment excessively dirty.
- d. Within three weeks after Tenant has vacated the Premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.
- e. The deposit balance will be returned:
  - As a single check payable to all Tenants who signed this Rental Agreement.
  - As a single check payable to \_\_\_\_\_.
  - As a separate check to each of the Tenants who signed this Rental Agreement. Each of the Tenants will receive an equal amount of the deposit balance.
- f. In the event of the sale of the Premises, Landlord has the right to transfer the security deposit to a new owner/manager and require that party to assume the responsibility for

the return of the deposit; in that case, Landlord will be released from any liability for return of the deposit.

## 6. Late Charges

- a. If Tenant fails to pay the rent in full before the end of the third day after it's due, Tenant will pay Landlord a late charge as follows: \$10 plus \$5 for each additional day that the rent remains unpaid. In no case may the late fee exceed 8.0% of the overdue rent payment. (Minn. Stat. Section 504B.177).
- b. Rent is considered paid when received by Landlord, not when mailed or sent by Tenant.
- c. Landlord does not waive the right to insist on payment of the rent in full on the date it's due.

## 7. Receipt

<b>Receipt received from the Tenant by the Landlord at lease signing</b>	<b>Amount</b>
First month's rent paid in advance	
Last month's rent paid in advance	
Security deposit paid in advance	
Other (Pet deposit)	
Total	

## 8. Utilities

- a. Landlord will pay for garbage collection, water, and gas. Gas is used to heat the building, for cooking, and, in the Lower unit, for drying clothes.
- b. Tenant will pay electric, cable, phone, and any other utility bills.  
  
Note: Charges for lights in the Common Area are paid by tenants in the lower unit.
- c. Landlord will bill tenant if the amount of the water bill or gas bill for the property exceeds normal usage by more than 10 percent. Refer to the "Utilities" section of the

*Tenant Rules and Regulations (Attachment A)* for details on the criteria used to determine excessive water and gas use.

## **9. Appliances Included on the Premises**

Refrigerator	Clothes washer
Kitchen stove	Clothes dryer
Microwave	Window unit air conditioner
Dishwasher	Gas grill
Trash compactor	Dehumidifier

## **10. Prohibition of Subletting**

Tenants and Occupants will not sublet (rent) the Premises in whole or part for any period of time without the Landlord’s prior written authorization. This prohibition applies to roommate rentals, “guest” stays booked through online rental platforms such as AirBnB, or any other form of subletting. Refer to the “Tenant Move Outs” section of the *Tenant Rules and Regulations (Attachment A)* for information on updating the lease.

## **11. Maintenance**

- a. Landlord will (1) maintain the yard (2) keep the Premises fit for residential use and in compliance with Saint Paul health and safety codes; (3) make necessary repairs and modifications to maintain compliance after a reasonable time of being notified by Tenant, for damage resulting from ordinary wear and tear; (4) make necessary repairs and modifications to maintain compliance at Tenant’s expense for damage resulting from the intentional or negligent conduct of Occupants; and (5) remove snow from the walkways to the building’s front and side doors and from the driveway, if any Tenant is using the garage for parking, within 24 hours after the end of a snowfall with an accumulation of 2 or more inches;
- b. Tenant will (1) keep the Premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the Premises to Landlord in a condition identical to

that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the Premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the Premises damaged by Occupants through misuse or neglect.

- c. The *Unit Condition and Keys* document is used to (1) describe damages or defects in the premises prior to and following the tenancy (2) describe keys issued to and returned by the Tenants prior to and following the tenancy (3) terminate services agreed to in the *Description of Work (Attachment D)*, when that attachment is part of this Contract.
- d. Landlord is not responsible for the actions, or for any damages, injury or harm caused by (1) Occupants of the Tenant's apartment; or (2) Occupants of the other apartment; or (3) intruders or trespassers. To protect against property loss and damage, Tenant may obtain renters' insurance.

## **12. Repairs and Alterations by Tenant**

- a. Except as provided by law or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the Premises, including, but not limited to (1) painting the apartment; (2) changing electrical plugs and switches; (3) installing aerials; (4) installing lighting fixtures and outlets; (5) installing dishwashers, air conditioners, and other appliances; or (4) installing security systems.
- b. Repairs and alterations performed by Tenant without the written consent of the Landlord are subject to removal and repair at Tenant's expense.
- c. All alterations, including items affixed to the Premises, become the property of the Landlord.
- d. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the Premises or install or alter any security alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well and instructions on how to disarm any altered or new security alarm system.

### **13. 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.

### **14. 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).
- d. 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.

### **15. Notice of Prohibition against Unlawful Activities**

- a. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the Common Area 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 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.

## **16. Pets**

- a. No animal is allowed on the Premises without the Landlord's prior written consent, except animals needed by Tenants who have a disability, as that term is understood by law.
- b. Landlord permits up to 2 cats or 2 dogs or 1 cat and 1 dog in the apartment.
- c. Tenant will never allow or keep the following types of animals on the Premises: (1) stray or wild animals; (2) animals prohibited by the City (Saint Paul Legislative Code Chapters 198 and 200); (3) dog breeds banned by the company that insures the Premises. These breeds include Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, and Siberian Huskies.
- d. The following animal(s) have been screened and may live on the Premises subject to the pet owner complying with rules set out in the *Pet Agreement (Attachment B)* attached to this Rental Contract: None (Description).
- e. Only the pets specified in this Rental Contract are allowed on the Premises. This Rental Contract shall not be construed as permitting (1) visits by any other animal at any time; (2) additional pets; (3) the replacement of the described pets with another in the event of

its transfer, loss or death without the written permission of the landlord; (4) for any other reason.

- f. Refer to *Pet Agreement* attached to this Rental Contract for rules on barking dogs, animal bites, and animals in the Common Area.

### **17. Landlord's Right to Enter**

- a. Landlord may enter the Premises for a reasonable business purpose.
- b. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter.
- c. Landlord may also enter the premises to conduct a semi-annual inspection to check for safety or maintenance problems.
- d. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing.
- e. Notices of entry may be left in a conspicuous place in the Premises or transmitted electronically.

### **18. Extended Absences by Tenant**

- a. Tenant will notify Landlord in advance if Tenant will be away from the Premises for seven (7) or more consecutive days.
- b. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

### **19. Possession of the Apartment**

- a. Tenant's failure to take possession.

If, after signing this Rental Contract, Tenant fails to take possession of the apartment, Tenant will still be responsible for paying rent and complying with all other terms of this Rental Contract.

- b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the Premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the Premises, Tenant will have the right to terminate this Rental Contract upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

## **20. Tenant Rules and Regulations**

Tenant acknowledges receipt of, and has read a copy of, *Tenant Rules and Regulations (Attachment A)*, attached to and incorporated into this Rental Contract. Tenant understands that serious or repeated violations of the rules will be grounds for termination of this Rental Contract. Landlord may change the rules and regulations without notice.

## **21. 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 the garage.
- 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.
- e. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

## **22. Payment of Court Costs and Attorneys' Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Rental Contract, the prevailing party

shall not /            shall recover reasonable attorneys' fees and court costs.

**23. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the Premises:

Disclosure of information on Lead Based Paint and/or Lead Based Paint Hazards, attached to and incorporated into this Rental Contract

Other disclosures: In the lower apartment, the header of the door on the east side of the building, joists above the landing near the bottom of the basement stairwell, and the beam that bisects the basement’s Common Area have a clearance less than 6’ 4”.

**24. Additional Provisions**

Additional provisions are as follows:

- a. Landlord will store tools and materials used in maintaining and repairing the Premises in the garage. The tools and materials will not be used by Tenant without the permission of the Landlord.

- b. \_\_\_\_\_  
\_\_\_\_\_

- c. \_\_\_\_\_  
\_\_\_\_\_

**25. Additional Agreements**

Attached are \_\_\_\_\_ (number) Addenda, which are made part of this Rental Contract:

Tenant Rules and Regulations (Attachment A)

Pet Agreement (Attachment B)

\_\_\_\_\_ Vehicle Information Addendum(s), (Attachment C), labelled

\_\_\_\_\_

Description of Work (Attachment D)

Disclosure of Lead-Based Paint and Disclosure of Lead-Based Paint Hazards  
Addendum

Xcel Energy Third Party Notification.

**26. Validity of Each Part**

If any portion of this Rental Contract is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Rental Contract.

**27. Grounds for Termination of Tenancy**

The failure of Tenant to comply with any term of this Rental Contract, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by Law.

**28. Electronic Communication**

Tenant agrees and consents to receive electronically all communications, agreements, documents, notices and disclosures provided by the Landlord.

## 29. Entire Agreement

This document constitutes the entire agreement between the parties and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Rental Contract will be in writing, signed by Landlord and Tenant.

_____	_____	_____
Date	Landlord or Landlord's Agent	Title
_____		
Address		
_____		_____
Email		Phone
_____	_____	_____
Date	Tenant	Phone
		_____
		Email
_____	_____	_____
Date	Tenant	Phone
		_____
		Email
_____	_____	_____
Date	Tenant	Phone
		_____
		Email