

Rental Lease Agreement For The Contract Unit
At 2417 James Ave. No.

1. Term of Lease

Initial term of lease

The initial term begins on: _____.

The initial term ends on: _____ (one year) and after that date the tenant will need to provide a 60 day notice of vacancy and this lease will be renewed month to month. For the Contract unit at 2417 James Ave. North Minneapolis, MN 55411
The premises will include the house and the yard and one parking space in back.

2. This is a lease between _____ (hereafter referred to as tenant) and the Ronald & Rebecca McConico (hereafter referred to as owner).

3. Rent to owner. The total monthly rent payable to the owner under the lease for the contract unit will be \$750.00. This is to be paid to Ronald & Rebecca McConico at 2114 Queen Ave. No. on the first (1st) of each month.

4. Late charges. A service charge of \$25.00 will be assessed after the Tenth (10th) of the month and changed to \$50.00 after the sixteenth (16th) day. If your rent is going to be late, (past the first of the month), you must make special arrangements or you run the risk of an eviction action. For returned checks there will be a \$25.00 return check fee and appropriate late charges.

5. Use and Occupancy of Contract Unit

The tenant must use the contract unit for residence by the tenant. Occupancy limit is 2 persons. The tenant must not sublease or let the unit. The tenant must not assign the lease or transfer the unit. This Premise will not allow pets without the owners written permissions. If pets are allowed there will be an additional un-refundable damage deposit of \$200.00 and additional rent based on the pets size and type. (to be mutually agreed upon by owner and tenant) The owner has leased the contract unit to the tenant for there occupancy only. Their will be no other occupancy without owners permission.

6. Utilities: owner and tenant's responsibility

The Owner will pay Water and Trash.

The Tenant will pay all utilities including Natural Gas, and Electric. Any additional attached utilities must be approved by owner.

7. Maintenance. The owner must maintain the contract unit and premises in accordance with the HQS. The owner will provide tenant with a "TENANT REQUEST FOR MAINTENANCE" form to inform owner of need for maintenance. The owner is not responsible for a breach of the HQS that is caused by any of the following:

The tenant fails to pay for any utilities that the owner is not required to pay for under the lease, but which are to be paid by the tenant;

The tenant fails to provide and maintain any appliances that the owner is not required to provide under the lease, but which are to be provided by the tenant;

Any member of the household or guest damages the contract unit or the premises (damages beyond ordinary wear and tear).

The tenant must pay for any utilities and provide any appliances that the owner is not required to pay for or provide under the lease.

The owner will provide the following appliances: Refrigerator and Stove.

The tenant must maintain the lawn in the summer and the snow and ice removal within 24 hours in the winter or the owner will have it done at tenant's expense.

8. Landlord's entry. Landlord may enter the premises for the purpose of inspecting the same, or for any other purpose permitted by law, upon notice, under the provisions of applicable state law. Upon proper notice, such entry may occur during normal business hours, or at any time in the case of emergency, with or without the presence of tenant. Tenant shall not add or change any locks or security devices on the premises without landlord's prior written consent, and must, in the event of such change, forthwith provide to landlord a key or keys and security codes.
9. The Damage Deposit will be \$400 plus paint and clean the apartment to the landlords satisfaction. The deposit will be put in an interest bearing account and the interest will be allotted to the tenant. When the tenant moves out of the contract unit, the owner, subject to State and local law, may use the Damage deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts that the tenant owes under the Lease. The owner must give the tenant a list of all items charged against the damage deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the unused balance to the tenant.
10. Insurance. Landlord will not insure tenant against any personal injury or property damage, including that caused by an act or omission of any other tenant or third party, or by any criminal act or activity, or any other cause whatsoever. Tenant is responsible for procuring his own insurance. It is recommended that the tenant get renters insurance.
11. Abandonment. The premises shall be deemed abandoned by tenant if, after a failure by tenant to pay an installment of rent pursuant to the "RENT" paragraph hereof, or any portion thereof, for by rental month, and after the date of service of a written notice on Tenant pursuant to applicable state law, demanding that tenant either pay the amount of rent then due or quit the premises, Tenant has been absent from the premises for a period of 14 consecutive days, and tenant has neither contacted landlord in person nor cured said rent default.
12. Personal property left on premises. After tenant vacates the premises, landlord may store any personal property left behind for a period of 30 days. If tenant fails to pick up said property within that time, during which time landlord shall surrender the same to tenant cost free, such property, regardless of its value, shall become the property of the landlord and may be retained by him or disposed of as landlord sees fit.
13. Attorney fees. In the event of the institution of any proceedings to enforce this agreement or any part thereof, the prevailing party in such proceeding shall be entitled to a reasonable attorney fee.
14. Waiver. Landlord's failure to require strict compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under this agreement by tenant shall not be deemed a waiver of such default, nor shall it limit landlord's rights with respect to that or any subsequent default.

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15. Willful holding over. If tenant willfully and maliciously remains in possession of the premises after expiration or termination of the tenancy, landlord may recover up to six hundred dollars statutory damages in addition to any other remedy permitted by law for such withholding of possession.
16. Whole agreement. This document, including all attachments hereto, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Tenant represents that he has relied solely on his own judgment, experience, and expertise in entering into this agreement with landlord.
17. Application to rent. Tenant has submitted an application to rent as an inducement to landlord to enter into this agreement. Landlord and tenant agree that landlord has relied upon the statements made in such application in making the decision to enter into this agreement. The application to rent is attached hereto and made a part hereof. Any material misrepresentation contained in said application shall constitute a non-curable breach of a material term of this agreement and may, in the landlord's discretion, be a ground termination of this agreement.

Signatures

Name and phone

Address

Address

Date

Tenant Signature

Ronald & Rebecca McConico
2114 Queen Ave. No. Minneapolis MN 55411
612-529-0198

Owner

Date

Owner Signature