

This is a legal contract. Please read carefully before signing.

RENTAL AGREEMENT (LEASE)

Date: February 21, 2012

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- ☐ Management's Copy
☐ Resident's Copy

The terms of this agreement are as entered below:

RESIDENT (S): *(List all persons who will occupy the unit):*

STREET ADDRESS OF UNIT:

UNIT NUMBER # STARTING DATE OF RENTAL AGREEMENT (LEASE):

DURATION OF LEASE: (check one) ☐ MONTH – TO –MONTH or ☐ FIXED PERIOD for MONTHS

ENDING DATE OF RENTAL AGREEMENT (LEASE):

NOTICE PERIOD REQUIRED: **60 days** SECURITY DEPOSIT AMOUNT: \$

MONTHLY RENT: \$ DUE ON OR BEFORE THE **1st** OF THE MONTH

ADDITIONAL RENT CHARGE: \$ **50.00** IF PAID AFTER THE **3rd** OF THE MONTH

UTILITIES PAID BY RESIDENT (S): ☐ ELECTRIC ☐ WATER ☐ GARBAGE ☐ HEAT/GAS ☐ OTHER:

(The following is required by Minnesota Statutes, Section 504B.181)

The Owner of the premises or the Managing Agent authorized to accept service of process and receive and give receipts for notices and demands is the following:

NAME OF MANAGEMENT (OWNER): Stanley Property Management, LLC

Address of Management (Owner): 17122 HWY 371 N Brainerd, MN 56401

Office Hours: M-F 8:30-5:00

Phone Number: 218-851-9908

A Copy of Landlord's and Tenants rights and responsibilities are available from the Minnesota Attorney General's Office.

Additional Agreements (if any):

Management (acting as Agent for the Owner) and Resident(s) agree to the terms of this lease and any attachments that may be part of this agreement.

MANAGEMENT (OWNER/AGENT): _____ DATE: _____

RESIDENT SIGNATURE: _____ DATE: _____

RESIDENT SIGNATURE: _____ DATE: _____

RESIDENT SIGNATURE: _____ DATE: _____

RESIDENT(S) PHONE: _____ E-MAIL: _____

TERMS OF RENTAL AGREEMENT (LEASE):

1.) Date: February 21, 2012

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1. OCCUPANCY AND USE: No person other than those listed above as Resident(s) may live in the unit without the written approval of the Management (Owner). The unit may be used only for residential purposes.

2. RENT: Resident(s) agrees to pay ALL Rent in full on or before the **FIRST DAY OF EVERY MONTH** during the duration of this agreement and any extensions or renewals of this agreement. **RENT MUST BE RECEIVED BEFORE 5:00 p.m. THE FIRST DAY OF THE MONTH WITH NO EXCEPTIONS.** If the first of the month falls on a weekend and/or holiday, then rent should be mailed so that it is received by the first.

3. ADDITIONAL RENT AND RETURNED CHECK FEE: Resident(s) will pay ADDITIONAL rent and lose all discounts in rent if rent is not received on or before 5:00 p.m. on the first of the month. The additional rent amount is listed in the heading of this agreement. Resident(s) will pay a fee of **\$30.00** for a returned check.

4. WHO IS RESPONSIBLE FOR RENT: Each resident is individually responsible for paying the full amount of rent and any other money owed.

5. RESIDENT (S) PROMISES: 1.) Not to damage or misuse the premises or allow his/her guests to do so; 2.) Not to make any alterations or additions or remove any fixtures or to paint the premises without written consent of Management (Owner); 3.) To keep the unit clean and tidy; 4.) To not use the premises in any way that is unlawful or dangerous; 5.) Not to use or store on or near the premises any flammable or explosive substances; 6.) To promptly replace or repair at their expense all breakage, defacements and damage caused by their acts including but not limited to stoppage of waste pipes or overflow of bathtubs, sinks and/or toilets; 7.) To make minor repairs that are caused by their actions which includes replacing all fuses and light bulbs as necessary; 8.) To keep the yards, hallways and premises free of any debris, and /or material that may become unsightly to the appearance of the building and yard; 9.) To close all windows and doors to prevent damage from wind, rain and snow from entering the building; 10.) **TO GIVE WRITTEN NOTICE TO MANAGEMENT (OWNER) OF ANY NECESSARY REPAIRS TO BE MADE.**

6. PETS: Resident(s) may not have any animals or pets of any kind on the premises, even temporarily, without first obtaining Management (Owner)'s written permission. (Does not apply if pet agreement is attached.)

7. MANAGEMENT (OWNER) RIGHT TO ENTER: Management (Owner) and its agents may enter the unit at any reasonable time with permission (permission may not be unreasonably withheld) to inspect the unit or make repairs or to show unit to prospective new residents or purchasers.

8. DAMAGE OR INJURY TO RESIDENT (S) OR THEIR PROPERTY: Resident(s) and their guests agree to make no claims against the Management (Owner) on account of any loss by fire, water, gas, electrical wires, etc., within said premises. Management (Owner) recommends that the Resident(s) obtain renter's insurance to protect themselves against any injuries or damages they may suffer.

9. NOTICE OF DANGEROUS CONDITIONS: Resident(s) agrees to promptly notify Management (Owner) of any conditions in the unit that are dangerous to health and safety, or which may do damage to the premises or waste utilities.

10. SUBLETTING: Resident(s) will not sublet the unit or any part of it, nor assign this agreement without written consent of the Management (Owner).

Management (Owner or Agent) Initials _____ Resident(s) initials _____

Terms of Rental Agreement (Lease) Continued:

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11. TERMINATION OF AGREEMENT: If Resident(s) wishes to terminate this agreement at the end of its initial term, Resident(s) must give Management (Owner) written notice of their intent to vacate at least equal to the notice period indicated in the heading of this agreement, prior to the termination date. If no notice is given prior to the termination date of this agreement, and the agreement has not been renewed, this agreement shall convert into the duration of month-to-month under its original terms and conditions, except that rent may now be adjusted.

12. REIMBURSEMENT BY RESIDENT (S): Resident(s) agrees to reimburse Management (Owner) promptly for any loss, property damage, or cost of repairs or service caused by misuse by Resident(s), or their guests. Resident(s) also agrees to reimburse Management (Owner) for all costs incurred incidental to the misuse or neglect, such as attorney's fees, cost to re-rent, etc.

13. VACATING: Resident(s) agree to give one full notice period as stated in the heading of this agreement on or before the first day of the month. The rent payment in full must accompany this notice.

14. VEHICLES: Resident(s) agrees that all vehicles kept on the premises must be both operable and currently licensed. If vehicles do not operate or are unlicensed, they will be towed away at the expense of the Resident(s). Resident(s) agrees to park vehicles in assigned spaces and to keep the space clean of oil, anti-freeze or other vehicle lubricants that may spill or drip. Resident(s) agrees not to park boats, recreational trailers, utility trailers and the like on the premises without obtaining written permission from the Management (Owner). Resident(s) agrees not to repair their vehicles or others on the premises if such repairs will take longer than a single day. Resident(s) also agrees to take responsibility for where their guests park.

15.DRAINS: As of the date of this agreement, Management (Owner) warrants that the unit's sewage drains are in good working order and that they will accept the normal household waste for which they are designed. They will not accept such things as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or newspapers. Resident(s) agrees to pay for all clearing of all drains of any and all stoppages except those which a plumber, who is called to clear the stoppage, will attest in writing were caused by defective plumbing, tree roots, or acts beyond the control of the Resident(s).

16.TRASH AND EXCESS TRASH: Resident(s) agrees that all garbage must be enclosed or wrapped in paper before disposal. Resident(s) agrees to pay for any extra charges incurred by the Management (Owner) for the removal of such items as: tires, broken appliances, damaged furniture, Christmas trees, and any other items that will cause an extra charge for removal.

17. LOCKS AND LOCKOUTS: Resident(s) agrees that they will not change locks on any door without first obtaining written permission from the Management (Owner). Should Resident(s) lock themselves out of their unit and are unable to gain access through their own resources, they may call a locksmith to let them in. Resident(s) is responsible for all charges and damages involved.

18. PEACE AND QUIET: Resident(s) agrees not to conduct themselves in a loud, unruly or thoughtless manner so as to disturb the rights of the other residents to peace and quiet, or to allow their guests to do so. Resident(s) agrees not to play music, TV, stereo equipment or any other noise device loud enough to be heard by other residents.

Management (Owner or Agent) initials _____ Resident(s) initials _____

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19. RULES AND REGULATIONS: Management (Owner) may adopt rules and regulations that shall be attached to this agreement and incorporated into it. Management (Owner) may make reasonable changes in these rules at any time by giving Resident(s) written notice. No oral agreements may be made.

20. EVICTION: If Resident(s) violates any of the terms of this agreement, Resident(s) will be evicted immediately and without prior notice. If Resident(s) is evicted but does not move out voluntarily, Management (Owner) may bring an eviction action. If Resident(s) violates a term of this agreement but Management (Owner) does not sue or evict Resident(s), Management (Owner) may still sue or evict Resident(s) for any other violation of any term of this agreement. 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(s). Management (Owner) is required by state law to start or authorize an eviction action against Resident(s) within 15 days of notice of seizure.

21. NON-WAIVER: Should either Management (Owner) or Resident(s) waive their right to enforce any breach of this agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Management (Owner) may know when accepting rent that Resident(s) is violating one or more of this agreement's conditions, Management (Owner) is in no way waiving its rights to enforce the breach.

22. CONFORM TO STATE LAWS: This agreement shall conform to all state laws and shall be enforceable under the laws of the State of Minnesota. If any item in this agreement is found to be contrary to any law, that item shall become null and void, and it shall not affect the validity of any other item in this agreement.

23. ENTIRE AGREEMENT: As written, this agreement constitutes the entire agreement between Resident(s) and the Management (Owner). They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written.

24. SECURITY DEPOSIT: The security deposit listed in the heading of this agreement will be returned to the Resident(s) if all of the following conditions are met: 1.) Proper notice to vacate the premises was given to the Management (Owner) as stated in this agreement; 2.) No damage to property except normal wear and tear; 3.) Entire property including range, bathrooms, closets, sinks, cabinets, and refrigerator are cleaned prior to vacating and in good working order; 4.) No unpaid late charges or delinquent rents; 5.) All keys returned; 6.) All debris, rubbish and discards are placed in proper disposal containers; 7.) Forwarding address left with Management (Owner); 8.) In compliance with the terms of this agreement, Resident(s) also agrees that the security deposit may not be applied as part of the last month's rent and understands that the security deposit will not be returned until the premises have been vacated and inspected by Management (Owner) or their agents.

25. SMOKE DETECTORS: Resident(s) agrees to check smoke detectors on a monthly basis or more and to replace batteries if needed. Resident(s) also agrees to notify Management (Owner) immediately if smoke detector needs replacement.

26. SCREENS, STORMS AND WINDOWS: Resident(s) agrees that they are responsible for damage to all screens, storms and windows and shall make repairs if damaged by their actions or their guests actions at the cost of the Resident(s).

27. RESIDENT (S) WITH CHILDREN: Resident(s) with children agree not to let children run or play in halls, entrances, stairways, laundry area, furnace and utility room or on the roof.

ADDITIONAL AGREEMENTS ATTACHED: (check one or more if attached)

☐ LEAD-BASED PAINT DISCLOSURE ☐ PET AGREEMENT ☐ LANDSCAPING AGREEMENT
☐ OTHER AGREEMENTS:

Management (Owner or Agent) initials _____ Resident(s) Initials _____

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The following addendum is attached to and made part of the rental agreement between
and **Stanley Property Management, LLC**:

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors (Management, Owners or Their Agents) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (Residents) must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor (Management/Owner or Agent)'s Disclosure (Initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Lessor (Management/Owner or Agent) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Lessor (Management/Owner or Agent)
(Check one below)

☐ Lessor (Management/Owner or Agent) has provided the Lessee (Resident) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
(List documents below):

☐ Lessor (Management/Owner or Agent) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee (Resident)'s Acknowledgment (Initial)

_____ (c) Lessee (Resident) has received copies of all information listed under (b) above.

_____ (d) Lessee (Resident) has received the pamphlet *Protect Your Family From Lead In Your Home*.

Certification of Accuracy

The following parties have received the information above and certify by their signature that to the best of their knowledge the information provided is true and accurate.

Lessor (Management/Owner or Agent) Date

Lessee (Resident) Date

Lessor (Management/Owner or Agent) Date

Lessee(Resident) Date