

Minnesota Association of Realtors Lease Agreement

1. Date _____

2. Page 1 of _____

3. Lease Agreement (Lease), dated _____, 20_____, pertaining to the lease of the property

4. located at Street Address: _____

5. _____ City of _____,

6. County of _____, State of Minnesota (Premises), by and between

7. *(list all Tenants)* _____

8. _____ (Tenant)

9. and _____ (Owner). The

10. Premises include(s) a ☐ **garage** ☐ **storage unit** ☐ **parking stall** identified as garage/unit/stall number _____
(Check all that apply.)

11. 1. **TERMS OF LEASE:** The following provisions and definitions apply to this Lease. They are modified and supplemented
12. by the remaining terms of this Lease.

13. (a) **Term:** The term means *(check only one)*:

14. ☐ the period of _____ months commencing _____

15. and terminating _____

16. ☐ month-to-month lease commencing _____

17. (b) **Rent:** The rent is \$ _____ per month.

18. (c) **Utilities:** (see Paragraph 6):

19. ☐ Paid by ☐ **Tenant** ☐ **Owner**
(Check one.)

20. ☐ Paid in part by each with Tenant to pay for _____

21. and Owner to pay for _____

22. (d) **Security Deposit:** The security deposit is \$ _____

23. (e) **Late Fee:** The late fee is \$ _____ (not to exceed eight percent
24. (8%) of the overdue rent amount).

25. (f) **Pets:** (see Paragraph 14):

26. ☐ Pets are not allowed.

27. ☐ Pets are allowed and Tenant may have _____ cats and _____ dogs in the Premises and no pet

28. may weigh more than _____ pounds. Tenant shall be allowed to have _____

29. in the Premises.

30. (g) **Occupants:** The occupants of the Premises are

31. _____

32. _____

RESIDENTIAL LEASE AGREEMENT

33. Page 2 Date _____

34. Premises located at _____

35. (h) **Common Interest Community (CIC):** The Premises ☐ ARE ☐ ARE NOT part of a CIC.
----- (Check one.) -----

36. (i) **Notices:** Addresses for Notices:

37. If to Owner:

If to Tenant:

38. _____

39. _____

40. _____

41. _____

(Phone)

(Phone)

42. (j) **Lead-Based Paint:** The Premises ☐ WERE ☐ WERE NOT built before 1978. If "were" is checked,
----- (Check one.) -----

43. Tenant acknowledges receipt of a copy of the disclosure identified in Paragraph 27.

(Tenant's initials.)

44. 2. **TERM:** This Lease is for the term set forth in Paragraph 1(a), unless sooner terminated as provided herein, or
45. unless extended by written agreement by Tenant and Owner prior to the end of Lease term. If Owner and Tenant
46. fail to agree to mutually acceptable extension/renewal terms, this Lease shall terminate according to its original
47. term.

48. 3. **OCCUPANCY:** Only Tenant and the occupants listed in Paragraph 1(g) may reside in the Premises, unless otherwise
49. permitted by law. The number of occupants is restricted in accordance with the Minnesota State Building Code
50. and/or local building code.

51. 4. **USE OF THE PREMISES:** The Premises, and all utilities, shall be used by Tenant and occupants exclusively as a
52. private, single family dwelling for residential purposes only. The Premises may not be used for transient, hotel,
53. commercial, business or other non-residential purposes.

54. 5. **RENT:** During the term of this Lease, Tenant shall pay the rent specified in Paragraph 1(b). Rent shall be paid by
55. Tenant to Owner on or before the first day of each and every month during the Lease term. Rent is considered
56. paid when received by Owner. Each Tenant is individually responsible for payment of the full amount of the rent
57. to Owner, including additional rent as defined in this Lease. Tenant's obligation to pay rent shall survive the
58. termination of this Lease. Tenant must continue to pay all rent even if Tenant surrenders the Premises or is evicted
59. by Owner. Rent for any partial month during the term of this Lease shall be prorated.

60. 6. **UTILITIES:** If the "Paid by Tenant" box is checked in Paragraph 1(c), then Tenant shall pay all utilities directly to the
61. service provider, including water, sewer, gas, electricity, fuel oil, trash removal, recycling, telephone, cable and
62. association dues. Tenant shall be responsible to Owner for any utilities payments that have not been paid, including
63. late charges or fees imposed by the service provider.

64. If the "Paid in part by each" box is checked in Paragraph 1(c), then Tenant shall pay directly to the service provider
65. the utilities noted in Paragraph 1(c) to be paid for by Tenant and shall be responsible to Owner for any utilities
66. payments that have not been paid, including late charges or fees imposed by the service provider, and Owner shall
67. pay directly to the service provider the utilities noted in Paragraph 1(c) to be paid for by Owner. Tenant is responsible
68. for contracting for and paying for any other utilities desired. No modification to the Premises to install or add utilities
69. may occur without Owner consent in writing. Any utilities not specified to be paid by Owner shall be paid by Tenant.

70. If utilities Tenant is to pay for are provided or paid for by Owner, then Tenant shall pay Owner for such utilities upon
71. demand in the amounts due as identified in statements covering the period during which this Lease is in effect.

RESIDENTIAL LEASE AGREEMENT

72. Page 3 Date _____

73. Premises located at _____

74. 7. **COMMON INTEREST COMMUNITY:** If the Premises are part of a CIC as noted in Paragraph 1(h), then the
75. Premises are subject to the declaration, bylaws, rules and regulations and other governing documents of the CIC (the
76. Governing Documents). Copies of the current Governing Documents have been provided to Tenant and Tenant
77. acknowledges receipt of the Governing Documents. Tenant shall comply with the Governing Documents, including
78. any modifications which may be made from time to time by the CIC. Tenant acknowledges that the CIC may have
79. a right to evict Tenant for failure to comply with the terms of the Governing Documents.

80. 8. **LATE FEES:** If Owner does not receive the rent on or before the fifth (5th) day of any month, Tenant shall pay
81. a late fee in the amount stated in Paragraph 1(e) to compensate Owner for the time, expense and administrative
82. burdens resulting from such late payment. In the event the amount in Paragraph 1(e) exceeds eight percent (8%)
83. of the overdue rent payment, the late fee shall be eight percent (8%) of the overdue amount in order to comply
84. with MN Statute Chapter 504B. The late fee shall be considered additional rent. Tenant shall be assessed a returned
85. check fee in the amount of \$40 as additional rent for each unpaid check which is returned by the Tenant's bank.

86. 9. **SECURITY DEPOSIT:** Owner acknowledges receipt of the security deposit from Tenant in the amount set forth
87. in Paragraph 1(d). Owner shall retain the security deposit for the entire term of this Lease, including any extensions.
88. Owner may use the security deposit as permitted by Minnesota law, and shall, to the extent required by Minnesota
89. law, return any remaining portion of the security deposit, as well as any required interest, to Tenant following the
90. termination of this Lease. If Owner uses a portion of the security deposit during the Lease to cure a default by
91. Tenant, Tenant shall replenish the security deposit to the full amount, upon request by Owner.

92. 10. **DAMAGE TO THE PREMISES:** Tenant shall pay for all loss, damage, costs or expenses (including but not limited
93. to problems with or damage to plumbing, electrical and appliances) caused by Tenant's willful or negligent conduct,
94. or the conduct of any occupant, guest or person under Tenant's or any occupant's direction or control. Tenant
95. shall promptly notify Owner of any conditions which may cause damage to the Premises or waste of utilities or other
96. services provided by Owner. The Premises may not be modified, altered, improved or repaired without prior
97. authorization from Owner, in writing. Modification includes but is not limited to modification of floor covering or wall
98. covering, changing/replacing/adding fixtures or attachments, painting or anything which creates a hole or mark
99. that cannot be remedied without expense to the Owner.

100. 11. **INSPECTION OF THE PREMISES AND RIGHT OF ENTRY:** Owner, or Owner's designee, may enter upon the
101. Premises for any reasonable business purpose, including to inspect the Premises from time to time. Owner
102. shall make a reasonable effort to give reasonable notice to Tenant before entering the Premises, except in the case
103. of an emergency. In the event Owner enters the Premises for emergency purposes, Owner shall provide written
104. confirmation to Tenant of the emergency entry, which confirmation shall include the date, time and purpose of the
105. emergency entry.

106. 12. **COVENANTS OF OWNER:** Owner covenants and promises that:

107. (i) the Premises are fit for residential use as a single family dwelling;
108. (ii) Owner will make all necessary repairs to the Premises during the term of the Lease, except where damage is
109. caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or
110. control;
111. (iii) Owner shall keep the Premises up to applicable federal, state and local codes, except where a code violation
112. is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction
113. or control, in which case Tenant shall correct the code violation at Tenant's sole cost. Tenant shall notify
114. Owner in writing of any necessary repairs before engaging in such repair.

RESIDENTIAL LEASE AGREEMENT

115. Page 4 Date _____

116. Premises located at _____

117. **13. COVENANTS OF TENANT:** Tenant covenants and promises that:

- 118. (i) Tenant will not cause damage to the Premises or allow the Premises to be damaged by others;
- 119. (ii) Tenant will not make alterations or additions to the Premises (including but not limited to such issues as
- 120. are identified in Paragraph 10) without the prior written consent of Owner;
- 121. (iii) Tenant will not remove any of Owner's personal property from the Premises (including but not limited to
- 122. appliances);
- 123. (iv) Tenant will maintain the Premises in a clean and habitable condition;
- 124. (v) Tenant will not disturb the peace and quiet of other tenants in the building and/or neighbors, or allow
- 125. any occupant or guest to do so;
- 126. (vi) Tenant will not store hazardous or flammable substances on the Premises;
- 127. (vii) Tenant will not use the Premises for illegal or unlawful activities, or in an illegal manner, or in a manner
- 128. which would cause cancellation, restriction or increase in premiums for Owner's insurance, or such use
- 129. as which would constitute a violation of applicable code or ordinance;
- 130. (viii) Tenant shall not have water beds or any water-filled furniture in the Premises;
- 131. (ix) Tenant will not smoke in the Premises or permit smoking to occur in the Premises; and
- 132. (x) Tenant will not interfere with Owner in the management of the Premises or the property surrounding the
- 133. Premises.

134. **14. PETS:** If the "Pets are not allowed" box is checked in Paragraph 1(f), Tenant shall not have animals or pets of any
135. kind in the Premises. If the "Pets are allowed" box is checked in Paragraph 1(f), Tenant may have in the Premises
136. the pets noted in Paragraph 1(f).

137. **15. VEHICLE STORAGE:** Neither Tenant nor any occupant shall store or park any unlicensed or inoperable vehicle,
138. or any motor home, camper, trailer, boat or other recreational vehicle on or around the Premises. Neither Tenant
139. nor any occupant shall store or park any commercial truck on or around the Premises. If, after three (3) days notice
140. to Tenant, Tenant fails to remove an unauthorized vehicle from on or around the Premises, Owner may remove
141. and store the vehicle, and Tenant shall pay the removal and storage expenses as additional rent.

142. **16. LOCKS:** Tenant may not add or change any locks on the Premises. At Tenant's request, Owner shall change or
143. re-key the locks at Tenant's expense. Tenant shall pay a \$150 fee for Owner to re-key the Premises, in the event
144. a key is lost or missing.

145. **17. TRANSFER OF LEASE:** Tenant may not sublet all or part of the Premises without Owner's prior written consent.
146. Tenant may not assign or sell this Lease without Owner's prior written consent.

147. **18. DAMAGE TO TENANT'S PROPERTY:** Owner shall not be responsible for any damage to Tenant's property, unless
148. such damage is caused by Owner's willful or grossly negligent conduct.

149. **19. HOLDING OVER:** Tenant may not continue to occupy the Premises after the initial term of this Lease unless this
150. Lease has been renewed in writing, or unless Owner consents to Tenant holding over. If Owner consents to Tenant
151. holding over without a written Lease extension, all provisions herein shall remain applicable except that the term of
152. the Lease shall be month-to-month. If Lease becomes month-to-month, written notice to terminate is required by
153. Owner or Tenant to end the Lease. Such written notice must end the Lease on the last day of a month, and must
154. be received before the first day of that month (e.g., notice to terminate the Lease on July 31st must be given on
155. or before the preceding June 30th).

156. **20. MOVING OUT:** Tenant and occupants shall move out not later than 12:00 p.m. (noon) on the last day of the Lease
157. term, or any extension thereof. Tenant must leave the Premises in the same condition as it was as of the date of
158. commencement of the Lease term, ordinary wear and tear excepted. Tenant shall remove all personal property of
159. Tenant and occupants, including trash, from the Premises (including any storage unit, garage or parking space).
160. Tenant shall provide Owner with Tenant's forwarding address. If Tenant fails to return to Owner all keys and garage
161. door openers within 24 hours of moving out, Tenant shall pay the costs of changing the locks and reprogramming
162. the garage opener.

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163. Page 5 Date _____

164. Premises located at _____

165. 21. **DESTRUCTION OF PREMISES:** If the Premises are destroyed or become uninhabitable or unfit for occupancy, this
166. Lease shall terminate upon reasonable written notice to Tenant, unless Owner, in Owner's reasonable discretion,
167. believes Owner can complete necessary repairs to the Premises in a reasonable period of time. If the damage or
168. destruction was not a result of any fault or negligence of Tenant, Tenant shall not be responsible for payment of
169. rent for the period of time in which the Premises are uninhabitable or unfit for occupancy provided such determination
170. has been agreed by Owner and Tenant or by a court of competent jurisdiction.

171. 22. **BREACH OF LEASE:** In the event of Tenant's breach of any term of this Lease, Owner has a right of re-entry and
172. may pursue all remedies available by law, including but not limited to the following:
173. (i) bring an eviction action immediately to remove Tenant and occupant from the Premises; or
174. (ii) demand in writing that Tenant immediately, or at some specified future date, surrender the Premises to
175. Owner and if Tenant fails to do so, Owner may bring an eviction action; or
176. (iii) terminate this Lease upon five (5) days written notice to Tenant. Owner's acceptance of rent or additional
177. rent during the time Tenant continues to occupy the Premises shall not be construed as a waiver of Owner's
178. right to evict Tenant. Tenant's obligation to pay rent shall continue after Tenant's eviction from the Premises,
179. through the expiration of the Lease term.

180. 23. **ELECTION OF REMEDIES:** Either Owner or Tenant may exercise any or all of its legal rights and remedies at any
181. time or from time to time, and the exercise of a particular remedy shall not be construed as a waiver of that party's
182. right to exercise some other remedy or as an election of remedies.

183. 24. **MISCELLANEOUS:**
184. (a) This Lease is subordinate to any mortgage on the Premises. Tenant shall sign any documents reasonably
185. requested by Owner, and hereby appoints Owner as Tenant's attorney-in-fact to execute such documents
186. as may be requested by a mortgagee.
187. (b) Any attachments to this Lease, such as rules and regulations, are part of this Lease.
188. (c) This Lease and any attachments comprise the entire agreement between Owner and Tenant. No oral
189. representations have been made. This Lease may not be modified except by written agreement of the
190. parties.

191. 25. **NOTICES:** All notices and communications from Owner or Tenant to the other, required or permitted hereunder,
192. shall be in writing and shall be considered to have been duly given if personally delivered or if sent by first class
193. mail, postage prepaid, to the other party at the address set forth in paragraph 1(i), or to such other address as
194. such party may hereafter designate by notice to the other party. Notice given to one Tenant shall be considered
195. given to all Tenants.

196. 26. **PROHIBITIONS AND STATUTORY NOTICES:** Owner and Tenant covenant and agree that neither will:
197. (i) unlawfully allow controlled substances in the Premises or in the common area and lawn area of the Premises;
198. (ii) allow prostitution or prostitution-related activity as defined in MN Statute 617.80, Subd. 4, to occur on the
199. Premises or in the common area and lawn area of the Premises;
200. (iii) allow the unlawful use or possession of a firearm in violation of section 609.66, Subd. 1(a), 609.67 or
201. 624.713, on the Premises or in the common area and lawn area of the Premises; or
202. (iv) allow stolen property or property obtained by robbery in the Premises or in the common area and lawn area
203. of the Premises.

204. Owner and Tenant further agree that neither they nor any person under their control will use the common area
205. and lawn area of the Premises to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase or
206. possess a controlled substance in violation of any criminal provision of MN Statute Chapter 152. This covenant
207. is not violated when a person other than the Owner or Tenant possesses or allows controlled substances in the
208. Premises, common area or lawn area unless the Owner or Tenant knew or had reason to know of that activity.

209. The following notice is required by MN Statute 504B.305:

210. A seizure under MN Statute 609.5317, Subd. 1, for which there is not a defense under MN Statute 609.5317,
211. Subd. 3, constitutes unlawful detention by Tenant.

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212. Page 6 Date _____

213. Premises located at _____

214. 27. **LEAD-BASED PAINT DISCLOSURE:** If it is indicated in Paragraph 1(j) that the Premises were built before 1978,
215. then the Minnesota Association of REALTORS® Addendum to Lease Agreement Disclosure of Information on
216. Lead-Based Paint and Lead-Based Paint Hazards is attached to this Lease and is made a part of this Lease.

217. 28. **ADDITIONAL TERMS:**

218. _____
219. _____
220. _____
221. _____
222. _____

223. 29. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Residential Lease Agreement.

224. Enter total number of pages of this Residential Lease Agreement, including addenda, on line two (2) of
225. page one (1).

226. 30. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related
227. to this transaction constitute valid, binding signatures.

228. 31. **RECEIPT OF COPY:** Tenant acknowledges receiving a copy of this Lease.

229. _____
(Owner) (Date) (Tenant) (Date)

230. _____
(Owner) (Date) (Tenant) (Date)

231. _____
(Tenant) (Date)

232. _____
(Tenant) (Date)

233. **THIS RESIDENTIAL LEASE AGREEMENT IS NOT**
234. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES OWNER AND**
235. **TENANT MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS LEASE TO**
236. **ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**
237. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**
238. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**