MINNESOTA STANDARD RESIDENTIAL LEASE

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The Office of the Minnesota Attorney General certifies that this contract complies with the requirements of Minn. Stat. §325G.31 (1999). CERTIFICATION OF A CONTRACT BY THE MINNESOTA ATTORNEY GENERAL UNDER THE PLAIN LANGUAGE CONTRACT ACT IS NOT OTHERWISE AN APPROVAL OF THE CONTRACT'S LEGALITY OR LEGAL EFFECT.

The Premises ("Premises") incl	udes dwelling unit number		
t (street address)	(city)	MN (zip code)	
nd garage no, storage	unit no, parking stall no	<u> </u>	
erm of Lease. (Write number	of months or "month-to-month.")		
tarting Date of Possession	Ending Date of Possession ((if known)	
Tonthly Rent \$	Security Deposit \$		
ate Hee N	In no case may the late fee exceed 8 0% of the overdue rent nay	yment. Minn. Stat. Secti	ion 504B.177.)
	In no case may the late fee exceed 8.0% of the overdue rent pay		
	in to ease may the rate fee exceed 6.079 of the overduc fent pay		
OTHER CHARGES (specify)			
OTHER CHARGES (specify) RECEIPT. RECEIVED FROM TENAN			
OTHER CHARGES (specify) RECEIPT. RECEIVED FROM TENAN	NT BY LANDLORD AT THE SIGNING OF THIS		
OTHER CHARGES (specify) RECEIPT. RECEIVED FROM TENAN LEASE: FIRST MONTH'S RENT PAID IN	NT BY LANDLORD AT THE SIGNING OF THIS		
OTHER CHARGES (specify) RECEIPT. RECEIVED FROM TENAN LEASE: FIRST MONTH'S RENT PAID IN	ADVANCE O IN ADVANCE (See Choices 3 and 4 below.)		
THER CHARGES (specify) RECEIPT. RECEIVED FROM TENAN LEASE: FIRST MONTH'S RENT PAID IN FIRST MONTH'S UTILITIES PAID LAST MONTH'S RENT PAID IN A	ADVANCE ADVANCE O IN ADVANCE (See Choices 3 and 4 below.) ADVANCE		
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OTHER CHARGES (specify) RECEIPT. RECEIVED FROM TENAN LEASE: FIRST MONTH'S RENT PAID IN FIRST MONTH'S UTILITIES PAID	ADVANCE O IN ADVANCE (See Choices 3 and 4 below.) ADVANCE VANCE VANCE RAGE PAID IN ADVANCE		

Notice. Under Minnesota law, the landlord of a single-metered residential building is the bill payer responsible and shall be the customer of record contracting with the utility for utility services. Utilities and Services will be paid as follows.

utilities (Choice No. 4).

UTILITIES:	Included in Rent	Not Include	ed in Rent; Paid or Billed	d Separately
	Choice No. 1	Choice No. 2	Choice No. 3	Choice No. 4
UTILITY OR SERVICE	LANDLORD PAYS SERVICE PROVIDER (Utilities and services are included in rent.)	TENANT PAYS DIRECTLY TO SERVICE PROVIDER (Tenant's Premises has a separate meter and separate billing or account in Tenant's name.)	TENANT PAYS LANDLORD (Reimbursement for separately metered utility or for service for Tenant's Premises with separate billing or account in Landlord's name.) (ADDED TO RENT.)	TENANT PAYS LANDLORD FOR A PORTION OF UTILITIES OR SERVICES (Tenant's Premises does not have a separate meter.) (ADDED TO RENT)
	>>>>> CHEC	CK ONLY <u>ONE</u> COLUMN F	OR EACH UTILITY OR SER	VICE <<<<<
Natural Gas				
Water & Sewer				
Electricity				
Fuel Oil				
Garbage Collection				
Telephone				
Cable Communication				
Association Fees				
Other Utility or Service (Specify)				
service, Landlord n Caution: Minneapoli	pice No. 3 or Choice No. 4 is che nust complete Part 35 of this L is and other cities might prohibit	>> SEE NOTE IF CHOICE 4IS CHECKED FOR ANY U		

CHECK APPLIANCES INCLUDED	
REFRIGERATOR	CLOTHES WASHER
KITCHEN STOVE	CLOTHES DRYER
MICROWAVE DISHWASHER	WINDOW UNIT AIR CONDITIONER GAS GRILL
TRASH COMPACTER	OTHER
TRASIT COWITACTER	OTHER
The person authorized to manage the Premises is Name	
Street Address, (not P.O. Box)	T.11
City, State, Zip code	Telephone ice of process and receive and give receipts for notices is
Name	ice of process and receive and give receipts for notices is
Street Address (not P.O. Box)	
City, State, Zip code	Telephone
List any additional agreements here. Attach a co	Telephoneopy of each additional agreement to each copy of the Lease.
TEI	RMS OF THIS LEASE.
1. OCCUPANCY AND USE. Only the Tenants by law. The Premises, Utilities and Services sha	s and Occupants listed above may live in the Premises, except as allowed all be used only for common residential uses.
	or before the first day of every month. Tenant shall pay the Rent ator other reasonable place requested by Landlord.
3. LATE FEE AND RETURNED CHECK F	EE. If Landlord does not receive the rent by the fifth day of the month,
Tenant must pay any late fee listed above as add	ditional rent if requested in writing by Landlord. Tenant shall also pay t's bank. Rent is "paid" when Landlord receives it, not when mailed or
 SECURITY DEPOSIT. Landlord may use A. To cover Tenant's failure to pay rent or ot B. To return the Premises to its condition at t 	the security deposit ther money due Landlord. the start of the tenancy except for ordinary wear and tear.
Within 21 days after the tenancy ends and Tenar security deposit with interest or send a letter exp	nt gives Landlord a forwarding address, Landlord shall return the full blaining what was withheld and why.
5. EACH TENANT RESPONSIBLE. Each Te just a proportionate share.	enant is responsible for all money due to Landlord under this Lease, not
	shall pay for all loss, cost, or damage (including plumbing trouble) f Tenant or by a person under Tenant's direction or control.
	s other than rent are due when Landlord demands them from Tenant. ents is not a waiver. Landlord may demand payments before or after
8. ATTORNEY'S FEES. The court may awar lawsuit about the tenancy.	rd reasonable attorney's fees and costs to the party who prevails in
	Γenant inspected the Premises together and signed an inspection sheet When the Lease ends, Landlord and Tenant shall inspect again and
conduct of Tenant, Tenant's guests, or a pe C. Landlord shall keep the Premises up to co	ndlord need not repair damage caused by the willful or irresponsible
 11. TENANT'S PROMISES. A. Tenant shall not allow damage to the Premi B. Tenant shall not allow waste of the Utilities C. Tenant shall make no alterations or addition D. Tenant shall remove no fixtures. E. Tenant shall not paint the Premises without F. Tenant shall keep the Premises clean and tick 	ises. s or Services provided by Landlord. ns. Landlord's written consent. dy.
 G. Tenant shall not unreasonably disturb the p H. Tenant shall not interfere with the managen I. Tenant shall use the Premises only as a privalent 	ment of the property and shall not allow Tenant's guests to do so.

- **J.** Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
- **K.** Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in Landlord's insurance
- L. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.
- M. Tenant shall notify Landlord in writing of any repairs to be made.
- N. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.
- 12. TENANT'S TELEPHONE. Tenant shall give Landlord the Tenant's home phone number within 2 days after service is started or the phone number is changed.

13. RESTRICTIONS.

- A. WATERBEDS. Tenant shall not have water beds or other water-filled furniture on the Premises.
- **B. PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.
- **C. LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.
- **D. VEHICLES.** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicenced vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.
- 14. LANDLORD'S RIGHT TO ENTER. Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.
- **15. DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain Renter's Insurance
- **16. NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in writing.
- **17. SUBLETTING.** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or delayed.
- **18. MOVING OUT OR HOLDING OVER.** 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.
- 19. NOTICE IF LEASE BECOMES MONTH-TO-MONTH. 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.
- **20. 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 storage units, garage and parking stalls.
- **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. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

21. 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.
- **22. 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).

- 23. DUTY TO PAY RENT AFTER EVICTION OR SURRENDER. 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.
 24. SUBORDINATION. This lease is subordinate to any mortgage against the Premises. No new owner or lender shall disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgagee.
- **25. EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.
- **26. SUBROGATION.** Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.
- 27. TERMS. Where appropriate, singular terms include the plural and plural terms include the singular.
- **28. MISREPRESENTATIONS.** Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.
- **29. ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS.** Attachments to this Lease, such as Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.
- **30. NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.

31. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.

- **A.** Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or curtilage 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 and curtilage 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.

32. LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.

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 must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

A. Hazards Disclosed. Landlord knows of the following lead-based paint or lead-based paint hazards on the Premis (If none, state "none.")						
B. Reports Disc to Landlord perta are available to I	losed. Landlord uining to lead-ba Landlord, state "	has provided Tenalsed paint or lead-b	ant with the folloased paint hazar	owing, which are	all records and reports available es. (If no such records or reports	
C. Tenant's Acl	knowledgment.		ed the records o	r reports noted in	paragraph B., above and a copy PA747-K-94-001.	
Tenants' initial	s			<u></u>		
		Agent has informed to ensure complia		ndlord's obligation	ons under 42 U.S.C. 4852(d) and	
Agent's initials	L					
					ts in the above paragraph.	
Landlord	Date	Tenant	Date	Agent	Date	
33. CHANGES T	T O LEASE. La	andlord and Tenant	may change the	e terms of this Le	ase in writing.	
34. SMOKING.	(check one)			g on the Premise		

35. UTILITIES SERVICE NOTICE. If any of the utilities or services on Page 1 of this Lease is rebilled to enant

			NGLE-METERE ontract with the util			
be by following t	his equitable m	ethod or formula	ce bill among the tage of the tage of the formula	precisely here,	uilding. The app including the free	ortionm quency o
(3) Upon reques along with each	t, Landlord sha	all provide Tenar	nt with a copy of 6	each actual util	ity or service bill	for the
(4) Landlord mu	ist provide the	following inform	mation for each ap _], the actual utili	pportioned utili ity bills in each	ty billed to Tena month were:	nt. For t
MONTH	GAS	Electric	WATER/SEWER	FUEL OIL	GARBAGE	От
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Column Total						
Monthly Average*						
the good faith e payments. If La initial here:	stimate of the ndlord and Test	monthly utilitien nant agree to a b	then Landlord and so bill as an annual udget plan using the transment of t	alized budget pmonthly average Tenant	blan providing for ses for payment of Tenant	or level 1 of these
Tenant's budget	plan amount.	J	l may attach copi	•		
Instead of filling	,					

that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil, or electric bill. This notice shall include the toll-free telephone number of the agency which administers the energy assistance

(Choice No. 3) or apportioned by Landlord and billed to Tenant (Choice No. 4), then this Part 35 becomes part

284

334 335

336

338

340

program.

of the Lease and must be completed by Landlord.

Landlord an	d Tenant agree to the terms of this Lease.
Landlord an	d Tenant agree to the terms of this Lease. TENANTS
LANDLORD Date	TENANTSDate
LANDLORD Date Date	TENANTS Date Date
LANDLORD Date Date Date	Date Date Date
LANDLORD Date Date	TENANTS Date Date
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Date Date Date Date RE	TENANTS Date Date Date Date Date CEIPT BY TENANT(S)

FIRST INSPECTION (MOVING IN) OF [ADDRESS]:_

Floor Ceiling Walls Doors Windows and Screens Drapes or Curtains Walls Doors Walls Doors Walls Doors Windows and Screens Drapes or Curtains Walls Doors Walls Doors Walls Doors Walls Doors Walls Doors Windows and Screens Drapes or Curtains Walls Doors Woodwork Light Fixtures Windows and Screens Drapes or Curtains Misc. Floor Ceiling Walls Floor Ceiling Walls	
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Drapes or Curtains Misc.	
Misc.	
Ceiling Wolle	
E Walls	
The system of th	
Doors	
Woodwork	
Light Fixtures	
Windows and Screens	
Drapes or Curtains	
Refrigerator	
Stove	
Sink	
Misc.	
Floor Ceiling	
Walls	
Doors	
Woodwork	
Light Fixtures	
Windows and Screens	
Drapes or Curtains	
Misc.	
# Floor Ceiling Walls Doors	
Walls	
Doors	
Woodwork	
Light Fixtures	
Windows and Screens	
Drapes or Curtains	
Misc.	
Ceiling Ceiling	
Floor Ceiling Walls Doors	
Doors Doors	
Woodwork	
Light Fixtures	
Windows and Screens	
Drapes or Curtains	
Misc.	

		Condition (Check if OK)	Comments
#3	Floor		
BEDROOM #3	Ceiling		
RO	Walls		
ED]	Doors		
В	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
#1	Floor		
BATHROOM #1	Ceiling		
RO	Walls		
ТН	Doors		
BA	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
#2	Floor		
OM	Ceiling		
BATHROOM #2	Walls		
TH	Doors		
\mathbf{B}^{A}	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
MC	Floor		
FAMILY ROOM	Ceiling		
[X]	Walls		
MI	Doors		
FA	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
ОМ	Floor		
RO	Ceiling		
RY	Walls		
IND	Doors		
LAUNDRY ROOM	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
	SMOKE DETECTOR		
We h	ave inspected the Premises (and have found it to be in	the condition noted above.
	LANDLORD:		TENANTS:
	En HOLORD.		IEI/II/II
	Data ai 1.		Data signadi
	Date signed:		Date signed:

Last Inspection (Moving Out) of [address]:__

		Condition (C	heck if OK)	Comments
7	Floor	`	,	
LIVING ROOM	Ceiling			
; R(Walls			
INC	Doors			
LIV	Woodwork			
	Light Fixtures			
	Windows and Screens			
	Drapes or Curtains			
	Misc.			
M	Floor			
JOC.	Ceiling			
3 R(Walls			
DINING ROOM	Doors			
DIN	Woodwork			
	Light Fixtures			
	Windows and Screens			
	Drapes or Curtains			
	Misc.			
Z	Floor			
KITCHEN	Ceiling			
ПТ	Walls			
K	Doors			
	Woodwork			
	Light Fixtures			
	Windows and Screens			
	Drapes or Curtains			
	Refrigerator			
	Stove			
	Sink			
	Misc.			
ХY	Floor			
ENTRY	Ceiling			
E	Walls			
	Doors			
	Woodwork			
	Light Fixtures			
	Windows and Screens			
	Drapes or Curtains			
	Misc.			
#1	Floor			
BEDROOM #1	Ceiling			
RO	Walls			
BED	Doors			
	Woodwork			
	Light Fixtures			
	Windows and Screens			
	Drapes or Curtains			
	Misc.			
1 #2	Floor			
BEDROOM #2	Ceiling			
RC	Walls			
BEI	Doors			
,	Woodwork			
	Light Fixtures			
	Windows and Screens			
	Drapes or Curtains			
	Misc.	Ī		

		Condition (Check if OK)	Comments
#3	Floor		
MO	Ceiling		
RO	Walls		
BEDROOM #3	Doors		
В	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
#1	Floor		
BATHROOM #1	Ceiling		
RO	Walls		
TH	Doors		
BA	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
[#2	Floor		
OM	Ceiling		
BATHROOM #2	Walls		
ΛTΗ	Doors		
B /	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
/ ROOM	Floor		
RO	Ceiling		
LY	Walls		
FAMILY	Doors		
\mathbf{F}_{ℓ}	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
1	Misc.		
ON	Floor		
RO	Ceiling		
LAUNDRY ROOM	Walls		
UNI	Doors		
\mathbf{LA}^{\dagger}	Woodwork		
	Light Fixtures Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
	SMOKE DETECTOR		
	SMICKE DETECTOR		

We have inspected the Premises and have found it to be in the condition noted above.

LANDLORD: TENANTS: