

MINNESOTA STANDARD RESIDENTIAL LEASE

© Copyright 1998, 1999, 2000 by Minnesota State Bar Association, Minneapolis, Minnesota. BEFORE YOU USE OR SIGN THIS LEASE, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

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.

1 Landlord and Tenant agree to the following terms.
 2 **TENANTS.** (Each adult who signs this Lease is a "Tenant.") _____

3
 4 **OTHER OCCUPANTS.** _____

5
 6 **LANDLORD.** _____

7 The Premises ("Premises") includes dwelling unit number _____
 8 at (street address) _____ (city) _____ MN (zip code) _____
 9 and garage no. _____, storage unit no. _____, parking stall no. _____

10 **Term of Lease.** (Write number of months or "month-to-month.") _____

11 **Starting Date of Possession** _____ **Ending Date of Possession** (if known) _____

12 **Monthly Rent** \$ _____ **Late Fee** \$ _____ **Security Deposit** \$ _____

13 **OTHER CHARGES** (specify) _____

RECEIPT. RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT
FIRST MONTH'S RENT PAID IN ADVANCE	
FIRST MONTH'S UTILITIES PAID IN ADVANCE (See Choices 3 and 4 below.)	
LAST MONTH'S RENT PAID IN ADVANCE	
SECURITY DEPOSIT PAID IN ADVANCE	
FIRST MONTH'S RENT FOR GARAGE PAID IN ADVANCE	
FIRST MONTH'S RENT FOR STORAGE UNIT PAID IN ADVANCE	
OTHER (Specify) _____, PAID IN ADVANCE	
TOTAL RECEIVED FROM TENANT:	

25
 26 **Notice.** Under Minnesota law, the landlord of a single-metered residential building is the bill payer responsible and shall be
 27 the customer of record contracting with the utility for utility services. Utilities and Services will be paid as follows.

UTILITIES:	Included in Rent		Not Included in Rent; Paid or Billed 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 <u>not</u> have a separate meter.) (ADDED TO RENT)
>>>>>> CHECK ONLY <u>ONE</u> COLUMN FOR EACH UTILITY OR SERVICE <<<<<<<				
Natural Gas				
Water & Sewer				
Electricity				
Fuel Oil				
Garbage Collection				
Telephone				
Cable Communication				
Association Fees				
Other Utility or Service (Specify)				

51 NOTE: If either Choice No. 3 or Choice No. 4 is checked for any utility
 52 or service, **Landlord must complete Part 35 of this Lease before Tenant**
 53 **signs.** Caution: Minneapolis and other cities might prohibit the
 54 apportioning of utilities (Choice No. 4).

»» SEE NOTE IF CHOICE NO. 3 OR CHOICE NO. 4 IS CHECKED FOR ANY UTILITY OR SERVICE.

CHECK APPLIANCES INCLUDED

- | | | |
|----|-----------------------|-----------------------------------|
| 55 | _____ REFRIGERATOR | _____ CLOTHES WASHER |
| 56 | _____ KITCHEN STOVE | _____ CLOTHES DRYER |
| 57 | _____ MICROWAVE | _____ WINDOW UNIT AIR CONDITIONER |
| 58 | _____ DISHWASHER | _____ GAS GRILL |
| 59 | _____ TRASH COMPACTER | _____ OTHER |

61 The person authorized to manage the Premises is

62 Name _____
63 Street Address, (not P.O. Box) _____
64 City, State, Zip code _____ Telephone _____

65 The Landlord or agent authorized to accept service of process and receive and give receipts for notices is

66 Name _____
67 Street Address, (not P.O. Box) _____
68 City, State, Zip code _____ Telephone _____

69 List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

70 _____
71 _____
72 _____
73 _____

74 **TERMS OF THIS LEASE.**

75 **1. OCCUPANCY AND USE.** Only the Tenants and Occupants listed above may live in the Premises, except as
76 allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.

77 **2. RENT.** Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent
78 at _____ or other reasonable place requested by Landlord.

79 **3. LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the fifth day of the
80 month, Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall
81 also pay \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not
82 when mailed or sent by Tenant.

83 **4. SECURITY DEPOSIT.** Landlord may use the security deposit
84 **A.** To cover Tenant's failure to pay rent or other money due Landlord.
85 **B.** To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

86 Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full
87 security deposit with interest or send a letter explaining what was withheld and why.

88 **5. EACH TENANT RESPONSIBLE.** Each Tenant is responsible for all money due to Landlord under this Lease,
89 not just a proportionate share.

90 **6. TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble)
91 caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

92 **7. LANDLORD'S NON-WAIVER.** Payments other than rent are due when Landlord demands them from Tenant.
93 Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after
94 Tenant vacates the Premises.

95 **8. ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in
96 a lawsuit about the tenancy.

97 **9. PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet
98 before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and
99 complete a second inspection sheet.

100 **10. LANDLORD'S PROMISES.**
101 **A.** The Premises and all common areas are fit for the use intended by Landlord and Tenant.
102 **B.** Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible
103 conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
104 **C.** Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or
105 irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

106 **11. TENANT'S PROMISES.**
107 **A.** Tenant shall not allow damage to the Premises.
108 **B.** Tenant shall not allow waste of the Utilities or Services provided by Landlord.
109 **C.** Tenant shall make no alterations or additions.
110 **D.** Tenant shall remove no fixtures.
111 **E.** Tenant shall not paint the Premises without Landlord's written consent.
112 **F.** Tenant shall keep the Premises clean and tidy.

126 **G.** Tenant shall not unreasonably disturb the peace and quiet of others.

127 **H.** Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.

128 **I.** Tenant shall use the Premises only as a private residence.

129 **J.** Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.

130 **K.** Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium
131 in Landlord's insurance.

132 **L.** Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe
133 manner.

134 **M.** Tenant shall notify Landlord in writing of any repairs to be made.

135 **N.** Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.

136
137 **12. TENANT'S TELEPHONE.** Tenant shall give Landlord the Tenant's home phone number within 2 days after
138 service is started or the phone number is changed.

139
140 **13. RESTRICTIONS.**

141 **A. WATERBEDS.** Tenant shall not have water beds or other water-filled furniture on the Premises.

142 **B. PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.

143 **C. LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have
144 the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or
145 regulations, Landlord shall change the locks at Landlord's expense.

146 **D. VEHICLES.** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle,
147 inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage
148 of the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the
149 Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck.
150 Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant,
151 Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage
152 expenses as additional Rent.

153
154 **14. LANDLORD'S RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose.
155 Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may
156 enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in
157 writing. The writing must be left in a conspicuous place in the Premises.

158
159 **15. DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any
160 injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain
161 Renter's Insurance

162
163 **16. NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that
164 might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral
165 or in writing.

166
167 **17. SUBLETTING.** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant
168 shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or
169 delayed.

170
171 **18. MOVING OUT OR HOLDING OVER.** Tenant must move out not later than 11:59 p.m. on the Ending
172 Date. If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been
173 renewed nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.

174
175 **19. NOTICE IF LEASE BECOMES MONTH-TO-MONTH.** If this Lease is or becomes month-to-month,
176 written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of
177 a month and must be received before the first day of that month. For example, to end a month-to-month lease on April
178 30, the notice must be received on March 31 or earlier.

179
180 **20. VACATING.** When moving out, Tenant must:

181 **A.** Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and
182 fire or casualty loss.

183 **B.** Completely vacate the Premises, including storage units, garage and parking stalls.

184 **C.** Give Landlord a forwarding address.

185 **D.** Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers,
186 and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and
187 charge reasonable costs to Tenant.

188
189 **21. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.**

190 **A.** If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault
191 or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this
192 Lease. To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be
193 prorated as of the date the Premises became unfit for occupancy.

194 **B.** If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the
195 fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease.
196 Landlord shall give prompt written notice to Tenant.

126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197

198 **22. BREACH OF LEASE [RE-ENTRY CLAUSE].** If Tenant materially breaches this lease, Landlord may do
199 these things.

- 200 **A.** Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up
201 possession, Landlord may bring an eviction action (unlawful detainer action).
202 **B.** Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future.
203 If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer
204 action). Landlord may accept rent for the period up to the date possession is to be transferred without giving
205 up Landlord's right to evict.
206 **C.** Bring an eviction action immediately (unlawful detainer action).

207
208 **23. DUTY TO PAY RENT AFTER EVICTION OR SURRENDER.** Rent is due under this Lease even if Tenant
209 surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.
210

211 **24. SUBORDINATION.** This lease is subordinate to any mortgage against the Premises. No new owner or lender
212 shall disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents
213 reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any
214 mortgagee.
215

216 **25. EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal rights and remedies.
217 The use of one or more rights or remedies is not an election of remedies.
218

219 **26. SUBROGATION.** Tenant and Landlord give up all rights of subrogation against the other for loss or damage
220 covered by insurance.
221

222 **27. TERMS.** Where appropriate, singular terms include the plural and plural terms include the singular.
223

224 **28. MISREPRESENTATIONS.** Any materially false statement made by either Landlord or Tenant to the other
225 that induces the signing of this Lease is a breach of this Lease.
226

227 **29. ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS.** Attachments to this Lease, such
228 as Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with
229 its attachments is the entire agreement between Landlord and Tenant.
230

231 **30. NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all
232 Tenants.
233

234 **31. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**

- 235 **A.** Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area
236 or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to
237 manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away,
238 barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.
239 **B.** Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT.
240 §617.80, Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.
241 **C.** Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT.
242 §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.
243

244 The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there
245 is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.
246

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

248 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health
249 hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.
250 Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based
251 paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning
252 prevention.
253

254
255 **A. Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on the
256 Premises (If none, state "none.") _____
257 _____
258 _____

259
260 **B. Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and reports
261 available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records
262 or reports are available to Landlord, state "none.") _____
263 _____
264 _____

265
266 **C. Tenant's Acknowledgment.** Tenant has received the records or reports noted in paragraph B., above and a
267 copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.
268

269 Tenants' initials _____
270

271 **D. Agent's Acknowledgment.** Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d)

339 year that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil,
340 or electric bill. This notice shall include the toll-free telephone number of the agency which administers the
341 energy assistance program.
342

343
344 **36. ADDITIONAL TERMS.**
345

346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____
361 _____
362 _____
363 _____

Landlord and Tenant agree to the terms of this Lease.

LANDLORD

TENANTS

_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____

_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____

RECEIPT BY TENANT(S)

I have received a signed original or copy of this Lease.

TENANTS:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

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

		Condition (Check if OK)	Comments
LIVING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
DINING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
KITCHEN	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
	ENTRY	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
BEDROOM #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BEDROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		

		Condition (Check if OK)	Comments
BEDROOM #3	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BATHROOM #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BATHROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
FAMILY ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
LAUNDRY ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
SMOKE DETECTOR			

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

LANDLORD:

TENANTS:

Date signed: _____

Date signed: _____

LAST INSPECTION (MOVING OUT) OF [ADDRESS]: _____

		Condition (Check if OK)	Comments
LIVING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
DINING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
KITCHEN	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
	ENTRY	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
BEDROOM #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BEDROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		

		Condition (Check if OK)	Comments
BEDROOM #3	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BATHROOM #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BATHROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
FAMILY ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
LAUNDRY ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
SMOKE DETECTOR			

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

LANDLORD:

TENANTS:

Date signed: _____

Date signed: _____