

## Rental Agreement

This agreement for the lease of the premises identified below is entered into by and between the Landlord and Tenant (referred in the singular whether one or more) on the following terms and conditions:

TENANTS: \_\_\_\_\_

LANDLORD: FRIDAY PROPERTIES MANAGEMENT, LLC  
PO Box 3528  
Duluth, Mn. 55803  
Cell (218) 591-1301

PREMISE ADDRESS: 632 E. 3<sup>rd</sup> St. Apt \_\_ Duluth, Mn 55805

RENTAL TERM: \_\_\_\_\_ to \_\_\_\_\_ at 8:30am

This rental agreement is for the stated term only and is not automatically renewable. The landlord and tenant must agree in writing to extend the agreement.

**This is a 12-Month lease.**

**Termination:** This Lease shall terminate upon expiration of the term or upon Tenant's default under this lease. Upon termination, and after notice for possession by Landlord, Tenant shall vacate the Property within five (5) days.

**Utilities:** The landlord shall be responsible for the garbage, electric, water, sewer and gas. The Tenant shall be responsible for all the other household expenses.

**Rent:** Rent amount will be \$\_\_\_\_ due on or before the 1<sup>st</sup> of the month, if rent is not received within 5 days after the 1<sup>st</sup> of the month, there will be an additional \$25.00 fine paid in addition to the rent. If the rent is not received after the 10<sup>th</sup> of the month, there will be an additional fee of \$25.00. If any checks are returned to us, a fee of \$20.00 will be assessed to cover our banking costs. Rent checks shall be made payable to the landlords, Friday Properties Management, and mailed or delivered to the landlord. **All tenants shall be jointly and severally liable for the full amount of all payments due under this agreement.**

**Security Deposit:** Upon execution of this agreement, tenant agrees to pay a security deposit in the amount of \$\_\_\_\_ to be held by Friday Properties Management. This agreement does not become valid, even if signed, until the deposit is funded. The deposit, less any amounts legally withheld, plus any late fees, will be returned in person or mailed to the tenant's last known address within 21 days after the tenant has vacated the property and notified landlord of tenant's forwarding address. Tenant is responsible for giving landlord his/her new address. Tenants must

also adhere to the check out list. Carpets will be professionally cleaned by FPM choice (currently Servpro. The fee for this cleaning will come out of the security deposit. If the lease is less than a year, Friday Properties Management will automatically keep \$225 for re-advertising fees. Surrender shall not occur until tenant has physically vacated the premises and landlord has notice or knowledge that the tenant has vacated. Upon surrender, tenant shall vacate the premises and return, or account for, any of the landlord's property held by tenant, including keys.

**Special conditions:**

1. No pets will be allowed, without prior authorization. If an illegal pet is found, the entire apartment deposit is forfeited. If a pet is agreed upon, all of the animals feces must be removed from the premises (inside and out) on a daily basis. If any unauthorized pets are found, ½ of the deposit will automatically be forfeited. The fee for a dog is \$25/month and a cat is \$15/month. If there are excessive complaints by neighbors about the animal barking, etc.; the animal may have to be removed from the premises if the problem cannot be solved, but the tenants lease would not end.

2. If any damages exceed the amount of the security deposit, the tenant agrees to pay the landlord any amount needed to fix the property.

3. Tenants agree to fill in the move in form, if this form is not returned within 7 days of the beginning of the lease, landlord assumes no damages were in unit at the start of the lease.

**4. There will be NO smoking inside of the premises at any time, if smoking is found the deposit shall be surrendered.**

5. If at any time, the police have to contact the landlords for unlawful use of the home, ½ of the deposit will also be surrendered. If the police have to be contacted twice, the tenant is agrees to leave the premises within 5 days; if the landlord so desires.

6. Tenant will not hold Friday Properties Management liable for any damage to any vehicle parked on Friday Properties Management property. Vehicles must be moved at least every 4 days, and whenever signs are posted for 24 hours prior to notify need of empty parking lot.

7. Subleasing will be allowed but a fee of \$250 will be imposed and taken out of the damage deposit.

8. If the tenant contracts bed bugs and contaminates the property, the tenant will be responsible for all costs associated with removing the bugs.

7. All original **keys** must be returned at the end of your lease. There is a \$50.00 fee per lock that is not returned at the end of the lease term.

8. If a tenant is **locked-out** of the property there is a \$25.00 service charge for access to the apartment or house. After hours lockouts, after 5:30 on work days, weekends & holidays, call Minnesota Locksmith to let you in. They will bill you directly for their service.

9. Tenants agree to allow the management company to do **showings** to fill the property for the following year. Tenants also agree to keep the house in "**clean**" condition for showings. Although the management company will try their hardest to give a full 24 hour's notice, the tenants further agree to be flexible in working with the management company to schedule showings.

10. Any cleaning not done on the checkout list will be charged \$17/per hour per cleaner to finish the checkout list. If cleaning is needed a standard \$7 fee will be in addition to the cleaners, for cleaning products.

**Violation of any of these conditions shall be considered default under this lease resulting in a termination of the lease unless the landlord or its manager agrees otherwise.**

**Landlord's Right to enter:** The landlord may enter the premises occupied by the tenant, at reasonable times with 12 hours advance notice, to inspect the premises, make repairs, show the premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter premises without advance notice upon consent of the tenant when a health or safety emergency exists, or if tenant is absent and landlord believes entry is necessary to protect the premises or the building in which they are located from damage.

**Tenant Rules and Obligations Use:** During the lease term as a condition of tenant's continuing right to use and occupy the premises, tenant agrees and promises, unless landlord otherwise provides in writing, as follows:

1. to use the premises for residential purposes only for the tenant and to NOT make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises;
2. to NOT use or keep in or about the premises anything which would adversely affect coverage of the premises or the building of which they are a part of under a standard fire or extended insurance policy;
3. to NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the premises is located;
4. to NOT keep in or about the premises any pet unless specifically authorized by the landlord in writing; and
5. to obey all lawful orders, rules and regulations of all governmental authorities.

**Condition Of The Property:** Tenant accepts the Property in its condition and state of repair at the commencement of the lease term, and Landlord shall not be obligated to make any repairs or improvements. Upon termination Tenant shall surrender the Property to the Landlord in its required condition under the Contract at the time of closing, except normal wear and tear.

**Alterations:** No holes may be made or nails driven into the woodwork, floors, walls, or ceilings of the improvements, nor may Tenant alter, paint or decorate the Property or install improvements or fixtures thereon without prior written consent of the Landlord. Any additional improvements or fixtures placed on the Property shall become the property of Landlord.

**Maintenance:** To keep the premises in a clean and tenantable condition and is as good repair as on the first day of the lease term, normal wear and tear expected. To maintain a reasonable

amount of heat in cold weather to prevent damaged to the premises, and if damages result for tenants' failure to maintain a reasonable amount of heat, tenant shall be liable for this damage.

**Abandonment:** If tenant unjustifiably abandons the premises before the last day of the rental term, tenant shall be liable for all rent due under this agreement through the last day of the term, less any rent received by landlord in re-renting the premises. If tenant is absent from the premises for three consecutive weeks without written notice of such absence to landlord, landlord may, in landlord's sole discretion, deem that tenant has abandoned the premises, that is, the tenant has moved out. If tenant abandons the premises and leaves personal property behind, landlord shall have the right to dispose of the property as provided by law.

**Guests:** To NOT permit any guests or invitees to reside in the premises longer than 4 days without prior written consent from the landlord.

**Indemnity:** Tenant shall indemnify Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification shall include all costs and expenses incurred by Landlord, including attorney's fees. The landlord is not liable for any damage done to car while parked in parking areas.

**Negligence:** To be responsible for all acts of negligence or breaches of the agreement by tenant and tenant's guests and invitees, and to be liable for any resulting property damage or injury. To NOT assign this agreement nor sublet the premises or any part thereof without the prior written consent of the landlord. If landlord permits and assignment or a sublease, such permission shall in no way relieve the tenant of tenant's liability under this agreement.

**Holding Over:** Any possession by Tenant after termination shall not operate to renew or extend the term but shall be consider as a tenancy at sufferance of the Landlord.

**Attorney's Fees:** Any signatory to this Lease, who is the prevailing party in any legal proceeding brought under or with relation to this Lease or transaction shall be additionally entitled to recover costs and reasonable attorney's fees from the non-prevailing party.

**Notices:** All notices by Landlord shall be in writing and effective when delivered to the Property. All notices by Tenants submitted as required by law shall be in writing and effective when delivered to the designated address for payment of rent. The laws of the State of Minnesota shall govern this lease.

**Rules:** Landlord may make any additional rules governing the use and occupancy of the premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this agreement. Any failure by tenant to comply with the rules is a breach of this agreement.

**Damage by Casualty:** If the premises are damaged by fire or other casualty to a degree which renders them uninhabitable, tenant may terminate the lease or vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Landlord

shall have the obligation to repair the premises and if repairs are not made, this agreement shall terminate. If the premises are not damaged to a degree which does not render them uninhabitable, landlord shall repair them as soon as reasonably possible. The landlord is not responsible for damages to any of the tenant's personal property; the tenant is expected to have renter's insurance.

**Smoke Detector:** The law requires that the landlord maintain any smoke detectors located in any building common areas. State law further requires that **THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL.** The landlord shall provide, within 5 days, of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Maintenance shall include the provision of new batteries, as needed. **Should the smoke detector be found to be not working because it has been disconnected or the batteries have been removed, the tenant will be in default under the lease and have 3 days to cure the default otherwise the lease will terminate.**

**Consult Your Attorney:** This is intended to be a legally binding contract. **READ IT CAREFULLY.** If you do not understand the exact effect of any part consult your attorney before signing.

IN WITNESS WHEREOF, the parties have executed this agreement on \_\_\_\_\_.

LANDLORD  
Friday Properties Management, LLC

TENANT

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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\_\_\_\_\_  
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