

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:(print names)_____

Contact Person: _____

LANDLORD: FRIDAY PROPERTIES MANAGEMENT, LLC
PO Box 3528
Duluth, MN. 55803
Cell (218) 591-1301 (maintenance issues)
info@fridayproperties.net

PREMISE ADDRESS: _____ Duluth, Mn. 88505

RENTAL TERM: June 1st, 2016 – May 31st, 2017 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 not be responsible for any utilities, except garbage and recycling. The Tenant shall be responsible for all household expenses and utilities. If the home is heated with fuel oil, then the tenants must keep the account on keep fill. Tenants with oil will not be credited any amount remaining at the end of the lease. Tenant is responsible for keeping the house warm enough to keep all pipes from freezing, if any bills are incurred for this, tenants will also be responsible. If the Tenant has neglected to pay any utility bill, the tenant surrenders any and all rights to reside at the premises and will vacate the premises within 30 days. All utilities must be put into the tenants name before the start of the lease and before the house keys will be given to the tenants.

Rent: Rent amount will be \$_____ due on or before the 1st of the month, if rent is not received within 5 days after the 1st of the month, there will be an additional \$25.00 fine paid in addition to the rent. If any checks are returned to us, a fee of \$25.00 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. The deposit, less any amounts legally withheld, as well as any late or bad check fees, will be returned in person or mailed to the tenant's contact person and that the contact person is responsible to get the deposits returned to the group within 21 days after the tenants have vacated. Tenant's contact person is responsible for giving landlord his/her new address. Surrender shall not occur until tenant has physically vacated the premises and landlord has notice or knowledge that the tenant has vacated. The landlord has the right to take all unpaid fees out of the deposit. Carpets must be shampooed by a commercial vendor (We use Servpro currently). This amt will be deducted from the security deposit. Tenant also will pay for cleaners at a rate of \$25/hour for any cleaning not done on the checkout list (given by email the last month of tenancy) when vacating the premises. Upon surrender, tenant shall vacate the premises and return, any of the landlord's property held by tenant, including keys.

Special conditions:

1. No pets will be allowed, without prior authorization. If a pet is agreed upon (by landlord and all roommates) , 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 house deposit will automatically be forfeited. Dogs are \$25/month, cats \$15/month, plus a refundable damage deposit. If the animal damage exceeds the pet deposit, the house deposit may be used for additional funding.

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

3. **There will be NO smoking inside of the premises at any time.** If smoking has been inside, tenants will forfeit their deposit.

4. If at any time, the police have to contact the landlords for unlawful use of the home (including loud parties), ½ of the deposit will also be surrendered. If the police have to be contacted more than twice, the tenant is agrees to leave the premises within one week; if the landlord so desires. The tenant is also responsible for any fines that the city may impose on the landlord because of tenant police calls.

5. If tenant contracts any bed bugs and contaminates the home, the cost of getting rid of bed bugs will be the entirely the tenants responsibility.

6. Snow removal will be done by Friday Properties Management for any snowfall OVER 6", and will be removed within 24 hours after the snowfall is complete. Any snowfall UNDER 6" will be the tenant's responsibility to remove with 24 hours; and if not done, any fines assessed by the city will be paid for by the tenants.

7. No personal locks on bedroom doors will be allowed, without landlord having a key. All locks must be changed back at the end of the lease to original locks. A fine of \$50 per bedroom will be assessed if not done.

8. Tenant will not hold Friday Properties Management liable to any damage done to vehicle while parked at the residence.

9. Subleasing will be allowed, but a fee of \$250 per incidence will be imposed and taken out of the security deposit.

10. The city of Duluth quiet hours will be enforced from 10pm-6am.
11. 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.
12. 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 or problems were in unit at the start of the lease.
13. 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 you would call Minnesota Locksmith to get you in. They will bill you directly.
14. The property must be kept free of **rubbish and garbage**. If the tenants fail to pick up litter on the property after being asked by the management company. The service will be billed back to the tenants at a rate of \$25.00 per hour.
15. 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, and the minimum time notice is 12 hours.
16. Any cleaning not done on the checkout list will be charged \$25/per hour per cleaner to finish the checkout list. A base fee of \$7 will also be included for use of cleaning products.
17. Nothing is to be put down the toilets except toilet paper. If the sewer is plugged, the tenants are responsible for the bill. (only if it is not from natural causes, ie. Tampons, condoms, paper towels)

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 tenant’s immediate family;

2. to NOT make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises;
3. 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;
4. 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;
5. to NOT keep in or about the premises any pet unless specifically authorized by the landlord in writing; and
6. to obey all lawful orders, rules and regulations of all governmental authorities.
7. to not put down anything into the sewer system except for toilet paper, if this is done, all repair costs will be the tenant's responsibility (this includes tampons).
8. To fill out the check-in list found on the Friday Properties Management website within 4 days of moving in. This form needs to be mailed or emailed to Friday Properties Management. If this is not done, tenant infers that there were no damages found at time of move in.

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: Only tack nail holes may be made into walls. Tenant may not 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 an amount of heat in cold weather to prevent damaged to the premises, including water pipes, and if damages result from tenants failure to maintain, 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 for more 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.

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 damage 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 and Carbon Monoxide Detectors: 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 AND CARBON MONOXIDE DECTECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE OR CARBON MONOXIDE 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 or carbon monoxide alarm 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.**

Any smoke detectors or carbon monoxide detectors found without batteries, off the wall or not in working order will be fined \$30 per occurrence.

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 _____1/6/15_____.

LANDLORD
Friday Properties Management, LLC

TENANT

By: _____
Its: ___VP_____

_____sign

_____sign

_____sign

_____sign

_____sign

_____sign