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PO Box 3528.  
Duluth, Mn. 55803  
(218)591-0515  
info@fridayproperties.net

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:

LANDLORD: FRIDAY PROPERTIES MANAGEMENT, LLC

TENANTS:(print names):

\_\_\_\_\_  
\_\_\_\_\_

PREMISE ADDRESS: \_\_\_\_\_ . Duluth, Mn.

RENTAL TERM: June 1, 2018 – May 31, 2019 at 8:00am

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 tenant's 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 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 any checks are returned to us, a fee of \$30.00 will be assessed to cover our banking costs pursuant to MN Statute 604.113, Subd. 2, as additional rent for each unpaid check which is returned by Tenant's bank. Rent checks shall be made payable to the landlords, Friday Properties Management, and electronically delivered to the landlord via website payment system. During the term of this Lease, Tenant shall pay the rent specified. Rent is considered paid when received by Owner. Each Tenant is individually responsible for payment of the full amount of the rent to Owner, including additional rent as defined in this Lease. Tenant's obligation to pay rent shall survive the termination of this Lease. Tenant must continue to pay all rent even if Tenant surrenders the Premises or is evicted by Owner. Rent for any partial month during the term of this Lease shall be prorated. Civil penalties may be imposed for nonpayment.

**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, including any late or bad check fees, will be returned by mail to the person whom tenants desire and that person is responsible to get the deposits returned to the group. Deposits will be returned within 21 days after the tenants have vacated. Tenant's are 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. Lease is not valid until all applications are approved and security deposits cleared. Carpets must be shampooed by a commercial vendor (We use Servpro currently). This amount will be deducted from the security deposit. Tenant also will pay for cleaners at a rate of \$27/hour for any cleaning not

completed on the checkout list (given by email the last month of tenancy) when vacating the premises. A base fee of \$7 will be used for cleaning products. Upon surrender, tenant shall vacate the premises and return, any of the landlord's property held by tenant, including keys. There is a \$50.00 fee per lock for any key that is not returned at the end of the lease term. Owner acknowledges receipt of the security deposit from Tenant in the amount set forth above. Owner shall retain the security deposit for the entire term of this Lease, including any extensions. Owner may use the security deposit as permitted by Minnesota law, and shall, to the extent required by Minnesota law, return any remaining portion of the security deposit, as well as any required interest, to Tenant following the termination of this Lease. If Owner uses a portion of the security deposit during the Lease to cure a default by Tenant, Tenant shall replenish the security deposit to the full amount, upon request by Owner

**OCCUPANCY:** Only Tenant and the occupants listed as tenants may reside in the Premises, unless otherwise permitted by law. The number of occupants is restricted in accordance with the Minnesota State Building Code and/or local building code.

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

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

**COVENANTS OF OWNER:** Owner covenants and promises that: the Premises and all common areas are fit for the use intended by the parties; Owner will make all necessary repairs to the Premises during the term of the Lease, except where damage is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or control; Owner shall keep the Premises up to applicable federal, state, and local codes, except where a code violation is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or control, in which case Tenant shall correct the code violation at Tenant's sole cost. Tenant shall notify Owner in writing of any necessary repairs before engaging in such repair.

**COVENANTS OF TENANT:** Tenant covenants and promises that: Tenant will not cause damage to the Premises or allow the Premises to be damaged by others; Tenant will not make alterations or additions to the Premises without the prior written consent of Owner; Tenant will not remove any of Owner's personal property from the Premises (including but not limited to appliances); Tenant will not store hazardous or flammable substances on the Premises;

**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 animal's feces must be removed from the premises (inside and out) on a daily basis. Only 1 pet is allowed per house. If any unauthorized pets are found, 1/2 of the house deposit will automatically be forfeited. Dogs are \$25/month, cats \$15/month, plus a refundable damage deposit (Dogs \$250/ Cats \$150) . A separate pet lease must also be signed by ALL tenants before the animal may be on site. 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 agree to pay the landlord any amount needed to fix the property.
3. **There will be NO smoking inside of the premises at any time or within 10 feet of any entrance or window.** 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), 1/2 of the deposit will also be surrendered. If the police have to be contacted more than twice, the tenant agrees to leave the premises within one week; if the landlord so desires. Parents will also be notified of police incidents or problems not fixed to landlord satisfaction. 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.

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.

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

The city of Duluth quiet hours will be enforced from 10pm-6am.

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.

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.

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.

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 hours' 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.

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, etc)

**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 tenants
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 obey all lawful orders, rules and regulations of all governmental authorities.

**VEHICLE STORAGE:** Neither Tenant nor any occupant shall store or park any unlicensed or inoperable vehicle, or any motor home, camper, trailer, boat, or other recreational vehicle on or around the Premises. Neither Tenant nor any occupant shall store or park any commercial truck on or around the Premises. If, after three (3) days' notice to Tenant, Tenant fails to remove an unauthorized vehicle from on or around the Premises, Owner may remove and store the vehicle, and Tenant shall pay the removal and storage expenses as additional rent. Tenant will not hold Friday Properties Management liable to any damage done to vehicle while parked at the residence.

**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 tenant's 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.

**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 or email of tenant. 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.

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

**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 DETECTOR 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 1 days to cure the default otherwise the lease will terminate, if the landlord so desires. Any smoke detectors or carbon monoxide detectors found without batteries, off the wall or not in working order will be fined \$30 per occurrence.**

PROHIBITIONS AND STATUTORY NOTICES: Owner and Tenant covenant and agree that neither will:

- . (a) unlawfully allow controlled substances in the Premises or in the common area and curtilage of the Premises;
- . (b) allow prostitution or prostitution-related activity as defined in MN Statute 617.80, Subd. 4, to occur on the Premises or in the common area and curtilage of the Premises;
- . (c) allow the unlawful use or possession of a firearm in violation of section 609.66, Subd. 1(a), 609.67, or 624.713, on the Premises or in the common area and curtilage of the Premises; or
- . (d) allow stolen property or property obtained by robbery in the Premises or in the common area and curtilage of the Premises.



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

The following notice is required by MN Statute 504B.305: A seizure under MN Statute 609.5317, Subd. 1, for which there is not a defense under MN Statute 609.5317, Subd. 3, constitutes unlawful detention by Tenant.

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

**LANDLORDS' AND TENANTS' RIGHTS AND RESPONSIBILITIES:** Tenant acknowledges they have been notified of the availability of the *Landlords' and Tenants' Rights and Responsibilities* booklet through the Minnesota Attorney General's Office: 1400 Bremer Tower, 445 Minnesota St., St. Paul, MN 55101; (651) 296-3533 or (800) 657-3787; <http://www.ag.state.mn.us/consumer/housing/lt/>.

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

**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 \_\_\_\_\_

By: \_\_\_\_\_ VP

TENANTS

\_\_\_\_\_ sign \_\_\_\_\_ sign

\_\_\_\_\_ sign \_\_\_\_\_ sign

\_\_\_\_\_ sign \_\_\_\_\_ sign

LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING OR EQUIVALENT

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.(MN Statute 152.092)

2. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.

3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agent(s) or tenants.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

MANAGEMENT \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ (Resident) \_\_\_\_\_ (Resident)

\_\_\_\_\_ (Resident) \_\_\_\_\_ (Resident)

\_\_\_\_\_ (Resident) \_\_\_\_\_ (Resident)

Resident(s) acknowledge receipt of this addendum by signature of this document

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*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.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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