

# DINKYTOWN RENTALS

## Lease Agreement

Fall 2012 lease

**Landlord and Tenant agree to the following terms:**

The following individuals are the named Tenants in this Lease. (Each adult who signs this Lease is a Tenant”):

Name	Telephone (Mobile/Home)	E-Mail Address
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

**Dinkytown Rentals, LLC, 612-378-2413, shall be the Landlord:**

Address: \_\_\_\_\_ Unit Number \_\_\_\_\_, Minneapolis, Minnesota 55414

This includes a (check if applicable)  Garage,  Parking Stall(s) \_\_\_\_\_

Term of Lease : 12 Months  
 Starting Date & Time of Possession: September 3, 2012, 12:00 PM (NOON)  
 Ending Date & Time of Possession: August 30, 2013, 12:00 PM (NOON)  
 Monthly Rent: \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_  
 Late Fee: \$10.00 per day after 1<sup>st</sup> of the month \$50.00 double occupancy charge shared rooms

RECEIPT: RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT:
First Month's Rent due at Move in:	
Security Deposit Paid	
Balance of Security Deposit Due on May 1 2012:	
<b>Total Amounts Received From Tenant:</b>	

UTILITIES:	Choice No. 1 INCLUDED IN RENT: <i>Landlord Pays Service Provider</i>	Choice No. 2 NOT INCLUDED IN RENT: <i>Tenant Pays Directly Service Provider</i>
Natural Gas:		
Water & Sewer & Trash:		
Electricity:		
Yard Maintenance:	<b>Included in Rent</b>	
Snow Removal:		<b>Tenant's Responsibility - \$60.00 Fine per Occurrence, plus City Citation</b>

### TERMS OF THIS LEASE OCCUPANCY & USE OF PREMISES

**ALL UNITS ARE NON-SMOKING. NO EXCEPTIONS TO THIS POLICY**

The owner of the property is \_\_\_\_\_, LLC, who has contracted with **Dinkytown Rentals LLC**, to provide professional property management services, and may accept service of process at **1112 6<sup>th</sup> Street, Minneapolis, MN 55414** pursuant to Minn. Stat. § 504B.181.

**OCCUPANCY AND USE:** According to the City of Minneapolis, Minnesota, this Premise has the following zoning restriction: \_\_\_\_\_. These Premises may be occupied by \_\_\_\_\_ non-related tenants. No other individuals may occupy, reside, whether temporarily or permanently, this Premises. Lease holders except responsibility for common areas, i.e. Foyers, kitchens, bathroom, hallways, stairwells, basements, closets; (charges for damages in common areas will be pro-rated & charged per lease).

**NUMBER OF OCCUPANTS:** Tenants shall also not allow any individual to reside in the house not listed on the lease, regardless of personal or familial relationship, for any more than 7 (seven) cumulative days during any 12 (twelve) month period or it is considered a material breach of this lease.

**EVIDENCE OF OVER-OCCUPANCY:** The following shall be evidence of over-occupancy: (1) Rent payments made by an individual other than one of the above-named tenants; (2) any utility bill held that is not held in the name of an above-named tenant; (3) any external evidence, i.e., non-tenant names listed on the mailbox, or other walls, doors, etc. of the property; (4) non-tenant names listed on voicemail; (5) any other evidence that may reasonably lead Landlord to believe that Tenants are in violation of applicable Housing and/or Code Ordinances. Tenants may be given an opportunity to rebut evidence of over-occupancy. Landlords may require Tenants from time to time to sign a written statement that Premises is not occupied by any individual(s) not named in this Lease; failure to sign such written statement shall be considered a material breach of this lease.

**RENT, PAYMENT OF RENT, SECURITY DEPOSIT,  
ADDITIONAL FEES, AND TERMINATION OF LEASE**

**RENT AND TERM OF LEASE:** Tenants shall pay to Landlords as rent for the Property for the period specified above the sum noted on Page 1 of the Lease Agreement beginning with the time of 12:00 PM, on the 3<sup>rd</sup> day of September 2012, and ending with the time of 12:00 PM (NOON), on the 30th day of August 2013. There will be no proration of any rent amounts allowed.

**RENTAL PAYMENTS & DUE DATES:** must be paid by one check or money order for the full amount. ACH (Automatic Withdrawal) is the only form of partial payment allowed per tenant. Checks must be made payable to Dinkytown Rentals. Please include your house number on the check. Full rent is due on the 1<sup>st</sup> of each month. Partial rent will not be accepted. There will be a \$10.00 per day late fee until full rent is received. All rents and communications can be deposited in the drop box located at 1112 6<sup>th</sup> Street, Minneapolis, MN 55414, or sent by mail to 1112 6<sup>th</sup> Street, Minneapolis, MN 55414.

**LATE FEE AND RETURN CHECK FEE:** Tenant's failure to make timely Rent payment(s) will result in a \$10.00 daily late fee following the first day of the month. A properly stamped and postmarked envelope containing the entire amount of the month's rent shall be evidence of a timely payment. Tenants shall also be responsible for any administrative/bank fees incurred by Landlords for any returned checks; returned checks fees shall be \$50.00 per check.

**TOTAL AMOUNTS RECEIVED FROM TENANT:** On the execution of this lease, Tenants shall provide Landlord a security deposit for the performance of this rental agreement of the amount stated on Page 1 of this Lease Agreement. Landlord may use the security deposit to cover Tenant's failure to pay rent or other money due landlord, and/or to return the property to its condition at the start of the tenancy except for ordinary wear and tear. Within 21 days after the tenancy ends, Landlord shall return the security deposit with interest or send a letter explaining what was withheld and why.

**EACH TENANT RESPONSIBLE FOR RENT:** Each of the Tenants named in this Lease Agreement shall be jointly and severally liable for any and all money due to Landlord under this Lease; this amount shall not be proportionate to any share.

**UTILITIES:** All utilities that are Tenants responsibility must be transferred to Tenants names before September 1. If Tenants fail to make this transfer, Landlord is authorized to transfer utilities to Tenants names, and Tenants will be charged \$100.00 administrative fee.

**ASSIGNMENT & SUBLETTING:** Unless otherwise agreed to in writing by both parties, Tenants shall not assign this lease, or sublet or grant any concession or license to use the Premises or any part thereof. Tenants may obtain a subletting form from the Landlord upon request, which must be completed by all named Tenants and each Tenant shall be required to pay a \$100.00 sublease fee prior to approval. Consent by the Landlords to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting concession or license. An assignment, subletting, concession, or license without the prior written consent of the Landlords, or an assignment or subletting by operation of law, shall be void, and shall at Landlord's option, terminate this lease.

**HOLDOVER BY TENANTS:** Tenants must move out and release occupancy of the Unit no later than 12:00 PM on the ending date of this Lease. A fine of \$200.00 per hour may be imposed for holdover tenants.

**VACATING PREMISES:** When moving out the Tenant shall do the following: (1) Completely vacate the Premises, including storage units, garage, and parking stalls; (2) Provide Landlord with one forwarding address. If multiple forwarding addresses are received, landlord has the right to choose one forwarding address. This forwarding address is where all legal documents will be sent to, renters credit forms, security deposit returns, legal documents; (3) Return to Landlord all keys and personal property issued to Tenant for Tenant's use. This may include, but is not limited to, garage door openers, tv, tv remotes and tools. If Tenant does not return any and all keys immediately after vacating the Premises, Landlord will charge the Tenants all cost incurred, to secure locks and keys.

**NON-RENEWING TENANTS:** Non-renewing Tenants agree to conduct open house showings. These showing will be from 10:00 am to 5:00 pm. on dates set by the owner. The tenant agrees to be present and give tours to prospective tenants. Tenant agrees to clean the unit and secure there personal property. Owner is not responsible for any loss our damage to tenants personal property. Owner will inform tenant as soon as residence is leased. Owner may schedule additional showing with 24hr notice. These additional showings will be conducted by Dinkytown rentals and not require resident to be present. Resident agrees that rental amount includes compensation for performing and holding open houses.

**CHANGES TO LEASE:** Landlord and Tenant may change the terms of this Lease only in writing. Oral agreements between the Parties shall not be enforceable.

**LEASE RENEWAL:** No lease shall be automatically renewed. *All* tenants must sign a new Lease with updated personal information prior to November 14<sup>th</sup> 2012 at 12:00 noon, Failure to do so will result in the property being listed for rent to other perspective tenants.

**CONDITION OF PROPERTY, INSPECTION, AND DAMAGES**

**CONDITION OF PREMISES:** Tenants stipulate that they have examined the property, including grounds and building, and that they are at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition. Tenants agree to accept the property in “as is” condition. Landlord will perform all maintenance and Tenants agree to perform all cleaning of the property. Tenants will maintain apartment in good, safe and healthy living conditions. Tenants shall also clean the entire home, including all appliances, bathroom, walls, bedrooms and fixtures at the end of this lease prior to vacating property.

**PREMISES INSPECTION:** Tenant has inspected the Premises and Tenant agrees to take the property in it’s as-is condition. Tenant agrees to complete a condition report and return to the office within 72 hrs. of taking occupancy of there unit.

**FAILURE TO DELIVER PREMISES:** If tenants are not given substantial possession of the Premises, at the beginning of the term of the lease, this shall not be a basis for damages or affect the validity and other terms of the lease.

**DUTY TO NOTIFY LANDLORD OF DAMAGES TO PREMISES:** Tenants owe Landlords a duty to notify the landlords of any damage to the Premises, regardless of fault, natural wear and tear, or from circumstances beyond their control. The duty to notify of any damage to the Premises includes but is not limited to damage caused by water and faucet leaks, broken windows, broken doors, and holes in walls, safety devices, fire damage, electrical problems, and leaks in the roof. Tenant must test, and make Landlord immediately aware of, any nonworking fire equipment, including smoke detectors and fire alarms. Tenants shall be liable for any additional damage caused as a result of failing to notify Landlord of damage to Premises.

**EACH TENANT RESPONSIBLE FOR DAMAGES:** Each Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by the willful, negligent, or irresponsible conduct of Tenant or by a person under Tenant’s control, direction, or invitation. As well as actions by 3<sup>rd</sup> parties, not under tenant control. This specifically includes damages and/or costs related to drain cleaning, hair clogs, Tampons, grease, garbage, bottle caps, and paper towels. Tenants are responsible for all fire equipment. Discharged fire extinguishers and damaged or missing smoke detectors will be charged back to tenants.

**DAMAGE OR INJURY TO TENANT OR TENANT’S PROPERTY:** Tenants agree to maintain separate renter’s insurance policies. Tenants agree to not hold Landlords responsible for any theft, vandalism, or damages to any personal property during the lease period.

**ALTERATIONS AND IMPROVEMENTS:** Unless otherwise agreed to in writing by both parties, Tenants shall make no alterations to the building, grounds or rental unit. Tenants may not paint or perform minor decorating, without Landlords approval.

**TENANTS RIGHTS, RESPONSIBILITIES, AND RESTRICTIONS**

**TENANTS USE OF PREMISES:** Tenants shall use Premises exclusively as a personal residence, and neither the Premises nor any part thereof shall be used at any time during the term of this lease for the carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Tenants shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised Premises, and the sidewalks connected thereto, during the term of this lease. Landlords retain the exclusive right to store in the basement any tools, supplies, or other items used for the purposes of making ordinary and necessary repairs to the Premises.

**SMOKING:** Tenants shall not be permitted to smoke anywhere inside the Premises, or within 35 feet of the Premises. Tenants will be responsible for any damage caused to woodwork, ceiling, carpet, walls or any damage attributed to smoking and/or fire related to smoking. Smoking damage, smoke smell will not be considered normal wear and tear. Tenant will be charged \$600.00 to repaint damaged rooms.

**SNOW REMOVAL AND YARD MAINTENANCE:** Tenants agree that the rental amount reflects consideration being given for any and all improvements, maintenance and on-going care of the property. This includes, but is not limited to taking trash carts to the street and returning them to the house, performing all snow removal, and picking up trash on the grounds. If Tenants fail to remove snow as required by applicable municipal codes and ordinances, Landlord will perform work and charge tenants \$60.00 per time. The property grounds must be litter free: each time Landlord picks up the trash around your house you will be charged \$60.00, and tenants will be responsible for any and all City fines. If Tenants recycle, they must perform all tasks in accordance with the City of Minneapolis’ rules and regulations. Incorrect recycling will be treated as and charged back as trash. Where landlord pays heat/ electric, will be charged \$100.00 for removal of air conditioners prior to heating season. Air conditioners installed by tenant will be assessed a \$150.00 one time charge for additional usage, where electric is provided.

**POSSESSION OR DISTRIBUTION OF CONTROLLED SUBSTANCES:** Tenants agree not to manufacture, purchase, possess, sell, distribute or allow illegal drugs or controlled substances on the Premises. Tenants agree that the common areas or the surrounding property will not be used by the Tenants, agents, friends, or any other individual’s under tenants’ control, to manufacture, purchase, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance. Violation of this term is considered a material breach of this agreement.

**POSSESSION OF ALCOHOLIC BEVERAGE CONTAINERS:** Tenants are prohibited from possessing, storing, or otherwise using any keg, barrel, "Party Ball", vat, and/or any large receptacle that holds more than 1 gallon of any alcoholic beverage on the Premises. Any beer kegs found on the property will be confiscated and the tenant will be charged \$100.00 per keg.

**DISTRIBUTION OF ALCOHOLIC BEVERAGES:** Tenants agree not to manufacture, sell, or distribute alcoholic beverages on the Premises. Tenants agree that the common areas or the surrounding property will not be used by the Tenants, agents, friends, or any other individual's under tenants' control, to manufacture, sell, give away, or distribute alcoholic beverages. Violation of this term is considered a material breach of this agreement.

**POSSESSION OR STORAGE OF DANGEROUS MATERIALS:** Tenants shall not keep or have on the leased Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased Premises or that might be considered hazardous or extra hazardous by any reasonable person.

**PETS & ANIMALS:** Tenants shall not keep or maintain any domestic animals on or about the leased Premises. Unless otherwise agreed to by both parties in writing, with a pet lease and pet deposit of \$200 non refundable. The exclusion of animals shall include, but is not necessarily limited to, dogs, cats, mice and rats, birds, reptiles, insects, and fish.

**MISCELLANEOUS ITEMS NOT ALLOWED:** Candles, Hookahs, Fire pits, space heaters, fresh or "real" Christmas trees, deep fryers, turkey fryers, charcoal grills, and other flammable items are not allowed in or within 25 feet of the property. Tenants are liable for any damage caused by the use of any of these items.

**WATERBEDS AND HOT TUBS:** Waterbeds and hot tubs shall not be permitted on the Premises under any circumstance.

**WINDOWS & DRAPERIES:** Landlord will provide mini-blinds for the windows. Tenant may not remove or alter the window treatments in any way. Tenant will be responsible for any and all damage to the window treatments, walls and trim.

**HOUSEHOLD FURNITURE:** Tenants may not possess, store, use, or maintain any couches, chairs, refrigerators or similar household furniture items outside the Premises. Items may be removed by landlord without notice or reimbursement, and Tenant may be charged a reasonable fee for removal.

**DISPLAY OF SIGNS OR OUTDOOR BANNERS:** Tenants may not erect, place or otherwise establish any signs on the Premises without the written consent of the Landlord. This prohibition shall not prevent Landlord and their agents from displaying a sign, including but not necessarily limited to, a "For Sale" or "For Rent" or "Vacancy" Gov. Election Sign on the Premises.

**VEHICLES:** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed 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. Unauthorized vehicles will be towed and stored at tenants expense.

**GRILLS & FIREPITS:** Tenants shall not use any charcoal or electric grills within 25 feet of the Property, and only on a concrete or asphalt. No open-air fire pits or devices may be used on the property. Tenants are liable for any damage caused by the use of any grills or fire pits.

**PARTIES AND NOISE VIOLATIONS:** Tenants will be charged \$200.00 for the first occurrence plus any and all fines issued by the City. Tenant will be charged \$400.00 for the second occurrence plus any and all fines issued by the City. This fee will be charged each time the Police are called out to the property for noisy and unruly assembly, or other issues. A third occurrence will result in the initiation of material breach of the Lease.

#### **BREACH OF LEASE**

**BREACH OF LEASE [RE-ENTRY CLAUSE]:** If Tenant materially breaches any provision within this Lease Agreement, or the University Student Code of Conduct, Landlord may do one of the following: (1) Demand in writing Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (Unlawful Detainer Action); (2) 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; (3) bring an eviction immediately against Tenants, (Unlawful Detainer Action) plus notify U of M student affairs (4) Provide residence name and personal information to the University of Minnesota.

**DUTY TO PAY RENT AFTER EVICTION OR SURRENDER:** Any and all unpaid rental payments due under this Agreement shall become immediately due, along with any damage, if Tenant surrenders the Premises or is evicted by Landlord.

**ATTORNEYS FEES & COSTS:** Tenants shall pay all reasonable Attorneys fees and costs associated with the enforcement and/or breach of this Lease.

#### **MISCELLANEOUS**

**SUBORNATION OF LEASE:** This lease and Tenants' leasehold interest hereunder are and shall be subject subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by Landlords, current owners, and all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens and encumbrances.

**SEVERABILITY:** If any part of this Lease or any part of any provisions contained within this Lease shall be adjudicated to be void, invalid, or otherwise unenforceable, then the remaining provisions not specifically adjudicated invalid shall be executed without reference to the part or portion of the other, insofar as the remaining provisions are capable of being executed.

**TERMS:** Where appropriate, singular terms include the plural and plural terms include the singular.

**NOTICES:** A Notice or demand mailed to any one of the Tenants named above is notice to all tenants.

**WHOLE AGREEMENT:** Landlord and Tenants agree and stipulate that this Lease contains the entire and whole agreement, including all preliminary negotiations, between the parties. No oral agreements have been made by either Party. Any oral agreements and representations made between the parties shall be void and otherwise unenforceable.

**HEADINGS:** The headings of the paragraphs of this Lease are for convenience and reference only.

**UNIA:** This Lease Agreement includes a free membership with UNIA (University Neighborhood Improvement Association). More information is available at UNIAvoice.com. Resident agrees to receive organizational information by e-mail; this lease has been reviewed by UNIA, the University of Minnesota and the University of Minnesota Legal Services.

**LEAD BASE DISCLOSURE REQUIREMENT:** Tenants has had the opportunity to review a copy of "Protect Your Family from Lead Based Paint" Pamphlet.

**VACATING INFORMATION:** Upon completion of this lease, tenant will be responsible for all charges incurred, such as missing / broken windows, missing or broken screens, removal of Trash and Personal Property from unit: Restoration of Oven and Stovetop: Restoration of Refrigerator: broken Window Treatments: broken locks, key cylinders, & missing keys. Landlord will add a 25% administrative fee, for all expenses incurred in damages to unit. These charges do not include City of Minneapolis charges for removal of trash and refuse which will be assessed to the tenant as well.

**LANDLORD**

**TENANTS**

\_\_\_\_\_ Date: \_\_\_\_\_  
Of: Dinkytown Rentals LLC  
Its: Manager

\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
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