

LEASE

PRINT TENANT FULL LEGAL FIRST & LAST NAMES CLEARLY:

LANDLORD INFORMATION:

Kent & Darla Grover
116 W 2nd St
Winona MN 55987

Kent's Cell 507-458-7928
Darla's Cell 507-429-7628
Home # 507-452-0220
Email:

darla@winonastudentrentalhouses.com

STREET ADDRESS OF PROPERTY (APARTMENT/HOUSE):

Winona MN 55987

APPROXIMATE DURATION OF LEASE: 12 Months

STARTING DATE OF LEASE: 6/1/2022 AT 12:00 NOON **ENDING DATE:** ** 5/23/2023 AT 12:00 NOON, unless other arrangements have been made in writing. ****Please note ending date!** Ending date may not be the last day of the month. Because time is needed to make apartments ready for start of a new tenancy, it may be required at landlord's discretion to end tenancy before the last day of the month. The reference to approximately 12 months is used because this lease may not be 365 days long. This lease starts and ends on the dates marked above as starting and ending. Rent is not reduced for last month's rent even if ending date is before last day of month.

NOTICE PERIOD (notice is 1 full month unless Lease states otherwise): _____

MONTHLY RENT: _____

LATE FEE: \$5/Day/Each Tenant

SECURITY DEPOSIT: _____ each tenant ** see below

UTILITIES INCLUDED IN RENT: _____

UTILITIES PAID BY TENANT:** _____

**Weekly Garbage Collection/Water & Sewer Utilities are \$10 per month for each tenant, this \$120 will be deducted from Security Deposit at end of Lease. (Exception noted under C. #17). By initialing below we agree to this payment arrangement.

TERMS:

A. RENT

1. **PAYMENT:** Tenant will pay Landlord the full monthly rent before midnight of the first day of each month while this Lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by Landlord. Rent is to be paid by Landlord's choice of ACH Company, check, or money order. Cash will be accepted but is not preferred. If Tenant pays with cash, Tenant is responsible for getting receipt and retaining receipt for future reference. Any payments received by Landlord shall be credited first to any outstanding balance and then applied to the current amount due.
2. **WHO IS RESPONSIBLE FOR RENT:** All tenants shall be jointly and severally liable for the full amount of any payments due under this lease. (Joint and several liabilities are legal terms, meaning the landlord can collect the debt from any single tenant or combination of tenants, landlord's choice.)
3. **DUTY TO PAY RENT AFTER EVICTION:** If Tenant is evicted because Tenant violated a term of this Lease, Tenant must still pay the full monthly rent until: a) the apartment/house is re-rented, b) the date this Lease ends, or c) if the Lease is month-to-month, the next notice period ends. If the apartment is re-rented for less than the rent due under this Lease, Tenant will be responsible for the difference until the date this Lease ends, or if the Lease

is month-to-month, until the end of the next notice period. Landlord has no duty to re-rent the apartment/house on Tenant's behalf.

4. **LATE RENT SERVICE CHARGES AND RETURNED CHECK FEES:** Tenant will pay the service charge listed above if Tenant does not pay the full monthly rent by the 5th day of each month. Tenant will also pay a fee of \$30.00 for each check returned, and/or any payment by ACH that is returned regardless if marked insufficient funds, closed account or Tenant's error.

B. UTILITIES/SNOW REMOVAL AND LAWN MAINTENANCE

5. **UTILITIES:** Tenants are responsible for payment of all utilities not paid by Landlord. In separately metered utilities, Tenants will ensure that the utilities bills are registered under the Tenants names as of 1st date of lease. The Tenants assume any and all liability for late fees, NSF fees, and any other charges by the utility provider. Tenant understands and agrees that essential services are to be maintained and operational at all times. If Tenants live in a single-metered building, the Tenants shall be billed by Landlord and the method of apportionment shall be based upon the square footage per unit. Tenant agrees that Landlord will not be responsible for the loss of use, or discontinuation or interruption of any utility or extra services beyond the Landlord's control. If utilities are paid for by Landlord, Tenant agrees to not allow waste of the utilities. If Landlord pays heat, opening windows in the winter is not acceptable, instead close heat vents or ask maintenance for assistance. Weekly garbage collection/water/sewer utilities are \$10 per month, this \$120 will be deducted from Security Deposit at end of Lease.
6. **SNOW REMOVAL and LAWN MAINTENANCE:** Landlord will provide snow removal from City sidewalks, sidewalks leading to main entrances of apartment/house, and parking areas provided by Landlord. Tenants agree to move cars as Landlord requests to aide in snow removal. Landlord also does all mowing and trimming of the property. Tenants agree to keep lawn free from garbage, lawn furniture and games so mowing can be completed. **Landlord does not live at the apartment/house, it is Tenant's responsibility to report immediately to Landlord any slippery or icy spots on sidewalks or driveways.**

C. USE OF APARTMENT (remainder of lease refers to leased property as "Apartment" whether it is a house or apartment)

7. **OCCUPANCY AND USE:** Only the persons listed above as Tenants may live in the Apartment. Persons not listed as Tenants may live in the apartment only with the prior written consent of the Landlord. Tenants may use the apartment and utilities for normal residential purposes only. Occupancy by guest(s) staying overnight 3 or more consecutive days in a 30 day period will be considered a material violation of the Lease. **Tenants agree that no more than 5 persons who are not Tenants will be on premises at any one time.**
8. **SUBLETTING:** Tenants may not lease the apartment to other persons (sublet), assign this lease or sell this Lease without the prior written consent of the Landlord.
9. **TENANT PROMISES:** a) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other tenants or neighbors to peace and quiet, or allow his/her guests to do so, this includes not operating any musical instruments, radio, television, stereo or other like devices in such manner that it is audible other than in the room it is located; b) to use the Apartment only as a private residence, and not in any way that is illegal or dangerous or would cause a cancellation, restriction or increase in premium in Landlord's insurance and to obey all lawful orders, rules, and regulations of governmental authorities; c) not to use or store on or near the Apartment, house and/or garage any flammable or explosive substance; d) not to interfere in the management and operation of the apartment building or house; e) to pay for utilities not provided by Landlord; f) to comply with the Minnesota Statutory covenants against unlawful activities and to support any and all efforts by Landlord to maintain the building and property as a crime-free/drug-free community.
10. **PARTIES/NOISE VIOLATIONS:** Kegs are not allowed on property! Any keg found will be confiscated, whether it be full or empty, along with any tapping device and will be disposed of at Landlord discretion. Any cost of clean up or legal costs with regards to this matter will be paid for by all Tenants. There will be no sale or distribution of alcoholic beverages in or on the premises. Any use or sale of illegal drugs is prohibited and may result in immediate eviction without notice. If any one Tenant is issued a ticket by the City of Winona/City Police for a noise violation (loud party), or for the social host violation, the entire house will be fined \$500 for each incident. This will be due and payable upon demand to the Landlord. This is considered a material breach of contract and is grounds for eviction. Any prepaid rent and security deposits may be forfeited. Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
11. **PROPERTY IS SMOKE FREE:** smoking inside any portion of the property is prohibited. This includes cigarettes, e-cigarettes, vaping and candles.
12. **FIRE/SMOKE ALARMS/CARBON MONOXIDE DETECTORS & FIRE EXTINGUISHERS:** Tampering with any alarm/detector or extinguisher will result in a \$50.00 service charge. This includes removal of any battery from any smoke/carbon monoxide detectors. Fire extinguishers will not be moved or removed by residents. Tenants agree to pay \$50.00 for a missing or inappropriately used fire extinguisher.

13. **AUTOMOBILES/ PARKING:** There shall be NO parking on the lawns or non-designated parking areas. If your Apartment includes a parking lot, the parking lot is for tenant use only. No auto repairs (including oil changes) are permitted. No car washing is allowed.
14. **WATERBEDS/POOLS:** Tenant may not keep a waterbed or other water-filled furniture in the Apartment without the prior written consent of the Landlord. No pools are allowed on the properties.
15. **ITEMS OUTSIDE HOUSE/APARTMENT:** No unauthorized items are to be left outside the Apartment, i.e. in-door furniture, chairs, etc. There are to be no pools or vehicles on the lawn at any time.
16. **PETS:** Tenant may not keep animals or pets of any kind in the Apartment without the prior written consent of the Landlord. Landlord may require additional tenant insurance and/or deposit for certain pets.
17. **SINKS & TOILETS:** Report immediately any water leaks (drips) or toilets running. If water is allowed to flow unchecked, Tenants agree to pay the extra expense on the use of water over the usual and customary bill for the apartment. Tenant agrees not to place sanitary napkins or tampons, food, cooking grease, or other foreign objects in toilets or any drains. Any stoppages or clogs caused by Tenant's neglect will be charged back to the Tenant. Plunging of a plugged toilet is not the responsibility of the Landlord. Tenant will be charged for a service call if Landlord is requested to plunge a plugged toilet.
18. **WOOD FLOORS:** Protect floors by affixing felt pads to legs of furniture. Do not drag things across floor, pick them up. If floor requires refinishing due to excessive scratches or dents, Tenants will be charged.
19. **FIREPLACES:** Fireplaces located in apartments are not to be used. Any indication of use will result in a \$100 fine for each occurrence.
20. **LOCKS:** It is required that Landlord has a working set of keys to gain access to the leased premises. Locks provided by Landlord are not to be removed, changed or re-keyed. Tenant agrees to pay for any replacement or re-keying necessary if locks are altered or removed. Tenants will be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock. If Tenant is locked out of Apartment or bedroom, Landlord will charge a \$25 fee for unlocking services during non-business hours. Lost keys will be replaced by Tenant at their own cost/time. If it is discovered by Landlord, or other Tenants at property, that a key to the property has been given to a person not named on the lease, the tenant who gave out copy of the key will pay to re-key the property.
21. **OUTDOOR FIRES:** No fires are allowed outside on the property.
22. **GRILLS:** As per Winona City Code, no grills are allowed on decks and must be kept at least 6 feet from any structure.
23. **CANDLES:** No burning of candles, or the like, allowed. Candles are the #1 cause of apartment fires!

D. CONDITION OF APARTMENT

24. **LANDLORD PROMISES:** a) that the Apartment and all common areas are fit for use as a residential premise; b) to keep the Apartment in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant except when damage is caused by the intentional or negligent conduct of the Tenant or his/her guests; c) to maintain the Apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the Tenant or his/her guests.
25. **TENANT PROMISES:** a) Not to damage or misuse the apartment or waste the utilities provided by the Landlord or allow his/her guests to do so; b) not to paint or wallpaper the apartment, not to put nail holes in walls, add any contact paper or other adhesive to surfaces or make any structural changes in the Apartment without the prior written consent of the Landlord; c) to keep the apartment clean; d) to give written notice to the Landlord of necessary repairs to be made; e) to notify the Landlord immediately of any conditions in the apartment that are dangerous to human health or safety, or which may damage the Apartment or waste utilities provided by Landlord. Tenant must notify the Landlord if there is a water leak (drip) or toilet running. If water is allowed to flow unchecked, tenants agree to pay the extra expense on the use of water over the usual and customary bill for the Apartment; f) that when Tenant moves out, Apartment will be left in good condition, except for ordinary wear and tear; g) not to remove any fixtures, appliances or furnishings supplied by Landlord without the prior written consent of Landlord; h) tenant shall reimburse landlord for any loss to property, or damage, (including plumbing problems) caused by negligence or improper use by tenant or his/her guests including any loss or damage by doors being left open or the source of heat being turned off or down.
26. **INFESTATION:** Tenants will report any infestation of insects or other pests to Landlord within 30 days of beginning of lease. Upon such timely report, Landlord will have the property professionally inspected, and if an infestation is confirmed, will ensure professional eradication at Landlord expense. If property is found to be infested after the first 30 days of beginning of lease, the tenants are responsible for paying all pest control services necessary, including bed bugs treatment. Tenants are required to report all pest sightings, including bed bugs, to Landlord immediately. Tenants agree to ensure that there is, at all times during tenancy, a synthetic encasement around all mattresses and box springs on the property. Tenants are prohibited from obtaining furniture from any unknown sources, or that have been sitting outdoors, for use on the property. Any suspected infestation is considered an emergency, allowing Landlord the right to enter the rental unit without notice. The tenant is contractually obligated to allow entry to pest control exterminators to treat any infestation if it arises, and to

cooperate fully in eradicating any pest infestations. Failure to report any infestation or to cooperate in their treatment is a breach of lease agreement and is cause for lease termination at Landlord discretion.

27. **CLEANING:** Tenants are responsible for any "normal" move in cleaning. Tenants accept premises as being in good order and repair unless otherwise indicated. Please remember what is perfectly clean for one person, is not exactly the same for the next person. Each tenant is responsible for the cleaning of Apartment when moving out. Specific cleaning requirements will be given to tenants prior to lease ending. Carpets will be professionally cleaned, costs to be deducted from deposit. Any cleaning costs incurred by Landlord due to neglect on Tenants' part will be deducted from the security/damage deposit.
28. **SECURITY DEPOSIT**:** There is a \$10/month charge for public utilities (water/sewer/weekly garbage); this \$120 will be deducted from your deposit at the end of the lease. Landlord may also keep all or part of the security deposit a) for damage to the Apartment beyond ordinary wear and tear, b) for rent or other money owed to Landlord, c) for any cleaning and/or repainting cost incurred by the Landlord due to resident damages, waste, or neglect (this includes extra cleaning to remove stubborn stains, cooking, smoking or pet odors and repainting due to unauthorized paint color used by tenant), d) for failure to pay utilities, e) as otherwise agreed by the parties in this Lease. **Under Minnesota Statute Law 504B.178 Subdivision 8, "tenants may not withhold payment of any portion of rent for the last payment period on the grounds that the security deposit shall serve as payment for the rent".** Landlord's recovery of damages, late fees or any other charges owed will not be limited to the amount of the security deposit.
29. **DESTROYED OR UNLIVABLE APARTMENT:** If the apartment is destroyed or damaged so it is unfit to live in due to any cause, Landlord may cancel this Lease immediately and may choose not to rebuild or restore the Apartment. If the destruction or damage was not Tenant's fault and Landlord cancels this Lease, rent shall be pro-rated and the balance will be refunded to Tenant.

E. DURATION OF LEASE

30. **FAILURE TO GIVE POSSESSION:** If Landlord cannot provide the Apartment to Tenant at the start of this Lease, Tenant cannot sue Landlord for any resulting damages but Tenant will not start paying rent until he/she gets possession of the Apartment.
31. **MOVING OUT BEFORE LEASE ENDS:** If Tenant moves out of the Apartment before the date this lease ends, Tenant is still responsible for rent and any other losses or costs including court costs and attorney's fees.
32. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If Tenant stays in the Apartment after the date this Lease ends with the approval of the Landlord, and Tenant and Landlord have not renewed this Lease or entered into a new Lease, this Lease shall be extended under its original terms except a) the duration shall be changed to month-to-month, and b) Landlord may raise the rent.
33. **TERMINATION AND ALTERATION OF MONTH-TO-MONTH LEASE:** when the Lease is month-to-month, Landlord and Tenant may terminate the Lease only by giving the other party written notice equal to the Notice Period. A notice to cancel a Lease is effective on the last day of a month. Landlord may change any of the terms of a month-to-month Lease, including the amount of rent, by giving Tenant written notice at least equal to the Notice Period.
34. **MOVING OUT OF THE APARTMENT:** Tenant will move out of the Apartment when this Lease ends. If Tenant moves out after this Lease ends, Tenant shall be liable to Landlord for any resulting losses, including rent, court costs, and attorney's fees. Cleaning/painting/maintenance crews are scheduled depending on the move out date/time and if tenant does not move out when stated on lease, tenant may be billed for any costs Landlord may incur due to re-scheduling/inconvenience of working crews. Each tenant is responsible for the cleaning of the Apartment before moving out. Specific cleaning instructions will be provided prior to the end of lease term and will be considered a part of this lease.
35. **KEYS:** Tenants will immediately upon vacating the Apartment deliver all keys to Landlord. Any keys not returned within 3 (three) days after the end of the lease term shall be replaced at the tenant's expense. Tenants that do not turn in their keys at the end of the lease may be charged up to \$100.00 each for the re-keying of the Apartment and/or bedroom door.
36. **ABANDONED PROPERTY:** If tenants leave any property on the premise, tenant(s) shall be deemed to have abandoned the property, and the Landlord shall have the right to dispose of the property as needed. Tenants will pay for any special garbage collection services needed to remove this abandoned property, i.e. furniture, large boxes, trash, etc.
37. **RENEWAL OFFER:** Landlord is not required to offer a renewal lease to current Tenants and Landlord reserves the right to not offer a renewal lease to current Tenants.

F. RIGHTS OF LANDLORD

37. **EVICTION:** If Tenant violates any of the terms of this Lease, Tenant may be evicted immediately and without prior notice. If Tenant is evicted but does not move out voluntarily, Landlord may bring an eviction action. If Tenant violates a term of this Lease but Landlord does not sue or evict Tenant, Landlord may still sue or evict Tenant for any other violation or any term of this lease. Under Minn. State law, a lawful seizure from any Apartment of illegal object or substance, including drugs, constitutes unlawful possession of the apartment by the Tenant. Other unlawful activities that void the Tenant's right to possession include allowing controlled substances in the rental premises, prostitution or prostitution related activity, the unlawful use or possession of a firearm, allowing stolen property or property obtained in a robbery on the premises, or other disturbance or violation of any local ordinance relating to rental premises or nuisance activities. These activities are all grounds for an automatic eviction.
38. **EVICTION AFTER PARTIAL PAYMENT OF RENT:** It is agreed to between Landlord and Tenant that acceptance by Landlord of less than the full amount of rent due from Tenant does not waive Landlord's right to recover possession of the rental premises for non-payment by Tenant to Landlord.
39. **ATTORNEY'S FEES:** If Landlord brings any legal action against Tenant, Tenant must pay Landlord's actual attorney's fees, or other legal fees and expenses including fees paid to a collection agency and court costs even if rent is paid after the legal action is started.
40. **LANDLORD'S RIGHT TO ENTER:** Landlord and Landlord's authorized agents may enter the Apartment at any reasonable time with or without resident's permission, to inspect, improve, maintain or repair the Apartment, or do other necessary work, or to show the Apartment to potential new Tenants or Buyers. No advance notice is required for entry in a health or safety emergency, when landlord has reason to believe that there is a violation of the provisions of this lease, including rules and regulations, or where it is necessary to preserve and protect the premises from damage in resident's absence.
41. **SHOWINGS TO POTENTIAL NEW TENANTS/BUYERS:** Tenant agrees to allow Landlord to enter the premises to show prospective renters prior to lease expiration. The Landlord will make reasonable attempts to notify the current Tenants prior to showings. Tenant agrees to maintain a clean and orderly apartment for all showings to prospective renters.
42. **LANDLORD'S LEGAL RIGHTS AND REMEDIES:** Landlord may use its legal rights and remedies in any combination. By using one or more of these rights or remedies, Landlord does not give up any other rights or remedies it may have.
43. **LEASE IS SUBJECT TO MORTGAGE:** The Apartment building may be mortgaged or may be subject to a contract for deed. Tenant agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to Tenant's rights. For example, if a mortgage on the Apartment building is foreclosed, the person who forecloses on the apartment building may, at their option, terminate the Tenant's Lease.

G. LIABILITY OF TENANT AND LANDLORD

- RENTER'S INSURANCE/DAMAGE OR INJURY TO TENANT OR HIS/HER PROPERTY:** Landlord is not responsible for any damage or injury that is done to Tenant or his/her property, guests or their property that was not caused by Landlord. Landlord shall not be, in any event, responsible for loss of property (including money). Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, rain, theft, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses. **Landlord recommends that Tenant obtain Renters' Insurance to protect against injuries or property damage.**
38. **ACTS OF THIRD PARTIES:** Landlord is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under the Landlord's control. Tenants are strongly advised to keep all windows and doors locked at all times. Any persons entering tenant's property through an unlocked door or window shall be considered an invitee of the tenant. Landlord does not provide, guarantee or warrant security.
39. **GUESTS:** It is Tenant's responsibility to see that all guests comply with the provisions of the lease. A violation of any provision of the lease by Tenant's guests shall be deemed as a violation by the Tenant. The Landlord has the right to demand that such guest that is violating the lease rules to immediately leave the premises of which they are at. If such guest does not immediately leave, guest will be subject to arrest for trespassing. It is further specifically agreed that Landlord, at the sole discretion of Landlord, may thereafter prohibit such guest from returning to premises. The guest shall be subject to arrest for trespassing thereafter if such guest is in violation of prohibition. Tenant shall be subject to eviction if they continue to invite and/or permit any such person who is prohibited by Landlord from entering a Tenant's apartment. Guest is only allowed at the property when host is present.
40. **TENANT SHALL REIMBURSE LANDLORD FOR:** a) any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by Tenant, his/her agents, family or guests; b) any loss or damage caused by doors or windows being left open or heat source turned down or off so plumbing/other damages occurs; c) all costs Landlord has because of abandonment of the Apartment or other violations of the Lease by Tenant, such as costs for advertising the Apartment; d) any consequential or additional damages Landlord incurs because of Tenant's failure to promptly report or give Landlord notice of a defective condition or repair problem including but not limited to evidence of pests or insects, water leakage

DATE: _____ DATE: _____

****ATTACHMENTS****

Page 7: Lead Paint Addendum

Page 8: Contact Information*

***Page 8 of contract contains Tenant confidential information and will not be included with Tenant copies.**

**Lead Addendum to Lease
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) XX Possible known lead-based paint and/or lead-based paint hazards are present in the housing(explain)

Property built prior to 1978

(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) XX 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 Acknowledgement (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.

Lessee Date Lessee Date

Lessee Date Lessee Date

Parents Home Address: _____ Soc. Sec. # _____

City: _____ State: _____ Zip _____ **Parent** Phone # _____
