GENERAL LEASE

This is a lease. This Lease is dated \_\_\_ ,20 \_\_ . It is a legal agreement between the Tenant and the Landlord to rent the property described below. The word **LANDLORD** as used in this Lease means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and the Landlord's address is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Winona, MN.**

The word TENANT as used in this Lease means: (Print Names)

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

This Lease is a legal contract that can be enforced in court against the Landlord or the Tenant if either one of them does

not comply with this Lease.

1. **Description of the Property.** The Property is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the County of Winona, State of Minnesota, on property described as follows:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **Terms of Lease**: This lease is for a term of almost 12 months beginning on June 1st 20 \_\_\_ at 9:00 a.m. and ending on May 20th , 20 \_\_\_\_ at 9:00 a.m. The rent for the 20 days of May, 20 \_\_\_ is $\_\_\_\_\_($ \_\_\_\_\_\_\_\_\_)

Security Deposit is due at signing of this lease \_\_\_\_\_\_\_\_\_\_

1. **Rent** Amount. The rent for the property is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($ \_\_\_\_\_\_\_\_\_\_) per month in advance on the 1st day of each calendar month beginning\_\_/ \_\_ /20 \_\_ .

Payment: The rent payment for each month must be paid before or on the 1st at Landlord's Address. Landlord does not have to give notice to Tenant to pay the rent.

1. **Quiet Enjoyment**. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may use the Property for the term of this Lease. ·If this Lease *is* for a residence, Tenant promises that the House or Apartment and the property on which the House or Apartment is located will not be used by the Tenant or others acting under his or her control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with intent to manufacture, sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state, or federal law.
2. **Right of Entry**. Landlord and Landlord's agents may enter the property at reasonable hours to repair or inspect the Property and perform any work that Landlord decides is necessary. In addition. the Landlord may show the Property to possible or new Tenants at reasonable hours during the last **9 months** . of the Lease term. Except in the case of an emergency, Landlord shall give Tenant reasonable notice before entering the Property.
3. **Assignment and Subletting**. Tenant may not assign this Lease, lease the property to anyone else (sublet), sell this Lease or permit any other person to use the Property without the prior written consent of the Landlord. If Tenant does any of these things, Landlord may terminate this Lease. Any assignment or sublease made without Landlord's written consent will not be effective. Tenant must get Landlord's permission each time Tenant wants to assign or sublet. Landlord's permission is good only for that specific assignment or sublease.
4. **Surrender of Premises**. Tenant shall give Landlord possession of the Property when this Lease ends. When Tenant moves out, Tenant shall leave the Property in good condition as it was when the Lease started, with the exception of reasonable wear and tear.
5. **Default.** If Tenant does not pay the rent or other amounts when due or if Tenant violates any agreement in this Lease, Landlord may take possession of the Property. If Tenant does not move out, Landlord may bring an eviction action. The Landlord may rent the Property to someone else. Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses for re-renting the Property and second to pay any amounts Tenant owes under this Lease. Tenant shall be responsible for paying the difference between the amount of rent owed by Tenant this Lease and the amount of rent, if any, received by Landlord from the new tenant plus the expenses paid by the Landlord, including court costs and attorney’s fees.

If Tenant violates a term of this Lease and Landlord does not terminate this Lease or evict Tenant, Landlord may still terminate this Lease and evict Tenant for any other violation of this Lease. If this Lease is for a residence, Tenant agrees that (a) Tenant will not unlawfully allow controlled substances in the Apartment: and (b) the common area and building in which the House or Apartment is located will not be used by the Tenant or others acting under his or her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any local, state, or federal law including. Minn. Stat Chapter 152. This agreement by Tenant is not violated if a person other than Tenant possesses or allows controlled substance in the House or Apartment or in the common areas or building if an Apartment unless the Tenant knows or has reason to know of the of the activity.

1. **Abandoned Personal Property.** When Landlord recovers possession of the Property, then Landlord may consider Tenant's personal property on or in the Property to also have been abandoned. Landlord may then dispose of the personal property in any manner that the Landlord thinks is proper. Landlord shall not be liable to Tenant for disposing of the personal property. ·
2. **Heirs and Assigns.** The terms of this Lease apply to the Tenant and Landlord. The terms of this Lease also apply to any heirs or legal representatives of Tenant or Landlord and any person to whom this Lease is assigned.

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**LANDLORD: TENANT(S) SIGNATURE(S)**

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

Landlord Signature

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

Tenant Signature

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Tenant Signature

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Tenant Signature

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Tenant Signature·

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Tenant Signature

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

Tenant Signature

**Relating to the property** at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

l. Repairs and maintenance to the property to be made during course of lease are to be scheduled by Landlord.

2. Tenants to pay all heat \_\_\_ electric \_\_\_ water \_\_\_\_ trash bills \_\_\_

3. Landlord has right to inspect property at his discretion.

4. A minimum late fee on past due rent is 8% of the month's rent due.

5. Tenants will forfeit to the owner all taps, kegs, party balls (of one gallon or more), found inside or outside of the house or apartment. Any violation of # 5 will cost tenants $300.00 from security deposit.

6. Any type of violation occurring at your residence, which causes the city to send a violation letter or contact the landlord by the phone, including police, will result in a $300.00 fine to be subtracted from your deposit.

7. Landlord has the right to evict any tenants immediately when the landlord has received a notice from the city that a violation has occurred.

8. Tenants are responsible for all vandalism that occurs on their rented property.

9. No dogs or cats are allowed in any apartment or house without written landlord's permission. A$50.00 fine per day will be subtracted from the security deposit for this violation. This also includes guest's pets.

10. No more than five people, not renting, are allowed in the house or apartment at one time.

11. Tenants are not allowed to be on the roof for any reason. This is a $50.00 fine per person.

12. Tenants are responsible for all TV bills, internet bills, hook-up connections and maintenance.

13. Vehicles must have current license plates and in working conditions or will be towed at owner's expense.

14. All leases are group leases in which all people signing the lease are totally responsible for the rents. If one person leaves, the remaining tenants are responsible for the total rent due on the property.

15. All smoke and CO2 detectors are to be in working condition at all times. Failure to comply will result in a

$ 100 fine.

16. All carpets in the apartment or house must be professionally cleaned at the end of each lease.

17. All sub-leasers must be approved by the landlord. There will be a $200 per name change on the lease.

18. No smoking in halls, apartment or house. If caught smoking there is a $300 fine taken out of your deposit.

19. No debris of any type is allowed on porches, in hallways, yards, and in basements including couches, tables,

chairs, etc. and will be removed at tenant's expense.

20. Landlord is responsible for cutting the grass.

21. Tenants are responsible for snow removal of sidewalks, steps and driveways. If snow is not removed at a

reasonable time (5 hours) landlord will remove the snow at tenant's cost.

22. Heat must be at 62 degrees or above at all times during the heating season, including Thanksgiving,

Christmas break, etc. Failure to follow this rule will result in a $300 fine plus costs to fix damages.

23. At least one tenant must carry renter's insurance in each house or apartment.

24. All return checks will have a $35.00 charge plus 8% fee of the amount of the check.

25. Do any of you have any criminal history? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

26. Landlord will charge up to $300 for any unreported leaky faucets, toilets, etc. plus the cost of any increase in the water and sewer bills.

27. Tenants are responsible for all lost rent and extra labor cost when there is smoke or pet damage.

28. All properties that have county pick-up recycling located at their apartment or house must recycle. Tenants

not in compliance will be fined $50.00 per incident.

29. Tenants of houses will pay single garbage pick-up rate if landlord groups the property into dumpsters.

30. A trash and water deposit of $ \_\_\_ is due by \_\_\_\_\_\_\_\_ .

31. Last month’s rent is due by \_\_\_\_\_\_\_\_\_\_\_\_. Failure to pay this on time tenant/tenants agree to forfeit all deposits and landlord has the right to immediately avoid the lease.

32. Tenants are aware that because of the age of the property they are renting it may contain lead paint.

33. Tenants will pay a garbage/water & sewer utility at $10 per month. This $120 will be deducted from your deposit

at the end of the lease.

34. No gas, wood or charcoal grills or fire pits shall be kept or used on the premises.

**LANDLORD AND TENANT(S) SIGNATURE(S)**

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

Landlord Signature

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

Tenant Signature

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Tenant Signature

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Tenant Signature

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Tenant Signature·

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Tenant Signature

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Tenant Signature