

SAMPLE LEASE

The terms of this lease are as follows:

This Lease is made 2nd day of March, 2002, by and between Michael Peller and John and Janet Peller ("Management") and

("TENANT," WHETHER ONE OR MORE – PLEASE PRINT)

Management, for and in consideration of the covenants and agreements in this lease to be kept and performed by Tenant, does hereby lease to Tenant, and Tenant does hereby take from Management, for use as a residence, the premises located at:

1105 Brainerd Avenue Duluth, MN 55811

(the "Premises"), to have and to hold upon the following terms and conditions:

This lease runs from June 1, 2003 to May 31, 2004.
A duration of 12 months

Payment of rent is as follows: Due on the first of each month.

June—May \$xxxx / month

- Responsibilities of utilities are as follows:
Tenant shall fully and promptly pay for:
Cable TV, Phone, Gas/Oil, Water/Sewer, Electric,
Excess garbage.

- Management:

_____ Garbage (One 64 g can / week)

A security deposit of \$xxxx is due within 10 days of acceptance of Lease. To be returned after all rents, outstanding bills, and damages have been satisfied, and the end of tenancy.

Management and residents agree to the terms of this lease and any attachments that may be part of this lease.

Management:
Michael Peller
24 W. Central Entrance
Duluth, MN 55811-3434
218-730-0300

TERMS OF THIS LEASE:

1. **OCCUPANCY:** No person other than those listed as residents may occupy the house without written approval of management.
2. **USE:** The house, yard, and garage may be used only for normal residential purposes.
3. **RENT:** residents agree to pay full rent, in advance, paid via credit card as specified on Rent Payment Addendum, on or before the first of each month.
4. **LATE RENT FEE:** Tenant acknowledges that late payment of rent or other sums due under this Lease will cause Management to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed on management by the terms of any mortgage covering the demised residence. Accordingly, if Tenant fails to pay any installment of rent due under this Lease prior to or on the first of the month when the same comes due, Tenant shall pay, as additional rent, a late charge, of \$50 for each past due installment of rent.
5. **RETURNED CHECK FEE:** Residents agree to pay a fee of \$25.00 for each check returned, or credit card rejection, for any reason.
6. **ALL RESIDENTS ARE RESPONSIBLE FOR ALL DEBTS:** Residents are responsible for paying all money due to the management under this lease, and each and every resident is individually responsible for paying the full amount of such debts, not just a proportionate share.
7. **REPAIRS:** Tenant shall keep the residence in reasonable repair by immediately repairing or replacing what has been damaged by the residents, or their guests, and reporting, immediately, any other damage or dangerous conditions to the management. Tenants shall be responsible for immediately removing snow from all public and private walkways associated with the residence.
8. **RESIDENTS' PROMISES:** 1) not to damage or misuse the premises or allow his guests to do so. 2) not to make any alterations or additions or remove any fixtures or to paint the premises without the written consent of the management. 3) to keep the house neat and tidy. 4) not to conduct himself/herself in a loud, boisterous, unruly or thoughtless manner so as to disturb the rights of the other residents or those of the neighbors. 5) to use these premises only as a private residence, and not in any way that is unlawful or dangerous or which would cause a cancellation, restriction, or increase in premium in management's insurance. 6) not to use or store on or near the premises any flammable or explosive substance. 7) to give written notice to management of any necessary repairs to be made.
9. **PETS:** Residents may not have pets of any kind on the premises without written consent of management.
10. **MANAGEMENT'S RIGHT TO ENTER:** Management may enter the house at any reasonable time with 24 hour notice to inspect the house or make repairs or to show the house to prospective new residents or purchasers.
11. **NOISE ORDINANCE VIOLATION:** Any type of noise ordinance violation or warning from the city, incurred by residents will result in automatic \$250.00 fine, which will be deducted from the security deposit balance. Two or more such violations shall, at management's option, terminate the lease.
12. **WAIVER OF CLAIMS FOR DAMAGE, INJURY OR DEATH:** Tenant acknowledges that Management is not responsible for any damage, injury, death or theft that occurs to Tenants or Tenant's property, or guests or their property. Tenant shall be solely responsible for obtaining insurance to protect against injury, death, property damage and theft. Except in the case of gross negligence or intentional misconduct by Management, Tenant shall hold Management harmless and defend and indemnify Management against any liability and costs (including the costs of reasonable attorney's fees) for

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damages, injury, death or theft to any person or property in or about the premises.

13. ACTS OF THIRD PARTIES: residents are responsible for the actions, or for any damages, injury or harm caused by actions of third parties (such as other residents, guests, intruders or trespassers).

14. FAILURE TO GIVE POSSESSION: If due to causes beyond his control including, but not limited to, the holding over of a previous resident, management is unable to give possession of the house to resident on the date promised, management shall not be subject to any liability for this failure to give possession. In this event, resident does not have to start paying rent until he has possession of the house.

15. NOTICE OF DANGEROUS CONDITIONS: Resident agrees to promptly notify management of any conditions in the house that are dangerous to the health or safety of himself or other residents, or which may do damage to the premises or waste utilities.

16. SUBLETTING: Resident will not sublet the house or any part of it, nor assign this lease without the written consent of the management.

17. ABANDONMENT OR SURRENDER OF THE HOUSE BEFORE THE TERMINATION OF THIS LEASE: Each resident understands that he is responsible for paying the full rent each and every month during the duration of this agreement and any extensions or renewals. Each resident is responsible for all loss of rent or any other losses or costs caused by resident's premature abandonment or surrender of the house. No surrender of the house will be considered accepted by management without the written consent of management.

18. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE: If residents wish to terminate this lease at the end of its initial term, residents must give management written notice of their intent to vacate at least one month prior to the termination date. If resident fails to give timely notice to management, management has the right, at its option, to extend the duration of the lease for a period equal to one notice period at the management's then prevailing monthly rental rate. If resident continues to occupy the house after the ending date of the lease with the permission of management, and this lease has not been renewed nor a new lease made between resident and management, this lease shall convert into a duration of month-to-month under its original conditions and agreements, except that the rent shall be adjusted to the then prevailing monthly rental rate.

20. VACATING: Tenant shall, at the expiration of the lease term or upon the early termination of the lease as provided herein, quit and surrender the premises to the Management in as good state and condition as it was at the commencement of this lease, reasonable use and wear thereof excepted. If resident fails to vacate on or before the required date, he shall be liable to management for any and all losses incurred by management, such as loss of rent, court costs and attorney's fees. Upon vacating, resident agrees to leave the premises in the condition at the commencement of the tenancy except for ordinary wear and tear.

21. DESTROYED OR UNFIT PREMISES: If the premises are destroyed or so damaged as to be unfit for occupancy due to fire, the elements or any other cause, management may elect to terminate this lease immediately and may elect not to rebuild or restore the destroyed or damaged premises by giving resident written notice. If the destruction or damage was not caused by residents fault or negligence, upon termination of this lease pursuant to this section, rent shall be prorated and the balance, if any, refunded to resident.

22. EFFECT OF DEFAULT BY TENANT: In event of any default hereunder by Tenant, Management, in addition to other rights and remedies it may have, shall have the immediate right of reentry and eviction and may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or oth-

erwise at the costs of and for the account of the Tenant. Should management elect to reenter and evict Tenant as herein provided and take possession pursuant to eviction proceedings or pursuant to any notice provided by law, Management may terminate this Lease. In the event that legal eviction proceedings become necessary, Tenant shall pay all reasonable legal fees and expenses incurred by Management in connection therewith. If Management excuses a specific default by Tenant, and thereby waives its right to exercise the default remedies set forth in this lease, such waiver shall not be deemed a waiver regarding any subsequent or similar defaults by Tenant.

23. DUTY TO PAY AFTER EVICTION: If resident abandons the residence or is evicted by management, whether or not management obtains a court order to enforce his eviction notice, due to residents breach of this lease, resident agrees to continue paying the full amount of the rent for the full remaining term of this lease, or until the house is re-rented, whichever comes sooner.

24. SUBORDINATION: This lease is subject to all present or future mortgages or trust deeds affecting the premises and resident hereby appoints management as attorney-in-fact to execute and deliver any and all necessary documents to subordinate this lease to any present or future mortgage or trust deed affecting the premises.

25. LESSORS RIGHTS: All lessors rights, and obligations under this lease may be assigned to any party.

26. REFERENCE OF TERMS: Where appropriate, singular terms include the plural, and pronouns of one gender include both genders.

27. FALSE OR MISLEADING RENTAL APPLICATION: This lease is entered into by management based upon oral and/or written statements made by resident in his rental application or otherwise. In the event it is determined that resident's statements or any part of them are not true or complete in any material way, then this lease shall be considered breached and management shall have the right, in its discretion, to evict resident immediately and without prior notice.

28. BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE: No Oral Agreements: Attachments to this lease are hereby made a part of the lease. Management's building rules are also made a part of this lease. The management can make reasonable changes to the building rules at any time by giving written notice to resident. No oral agreements have been entered into. This lease with its attachment and any other written agreements made constitute the entire agreement between management and resident.

29. NOTICES: All residents agree that notices and demands delivered by management to the house constitute proper notice to all residents.

30. PAYMENT ADDENDUM: Completed Payment Addendum must accompany this lease for lease to be valid.

Management and residents agree to the terms of this lease and any attachments that may be part of this lease.

Management:

Residents:
