

STEFFEN ZENNER PROPERTIES  
Office: (651) 290-0391 / Fax: (651) 292-8417  
www.steffenzennerproperties.com

RESIDENTIAL LEASE AGREEMENT

By this Lease Agreement made and entered into on **[[current\_date]]** between Steffen Zenner Properties, herein called Management and **[[lease.all\_tenant\_names]]** herein called Resident. Management agrees to rent to Resident apartment #**[[unit.number]]** of the building situated at **[[unit.addressline1]]** in the City of **[[unit.city]]**, County of Ramsey, State of Minnesota, **[[unit.zipcode]]**.

To be used and occupied by the Resident as a personal residence and for no other purpose whatsoever, for a term of **[[lease.latest\_monthly\_schedule\_months\_rented]]** months, to begin on **[[lease.latest\_monthly\_schedule\_start\_date]]** and to expire on **[[lease.latest\_monthly\_schedule\_end\_date]]**.

The Resident agree to pay without demand to the Management as rent for the leased premises the sum of **[[lease.latest\_monthly\_schedule\_rent\_amount]]** Dollars, on or before the **first** day of each calendar month, beginning **[[lease.latest\_monthly\_schedule\_start\_date]]** payable to Steffen Zenner Properties. The Management and Resident agree to the terms of this lease that follows and agree that the notice period for the termination of the lease shall be at least fifty-eight (58) days.

Utilities paid for by Management include: [[dynamic.Utilities paid for by Management]]

Utilities Resident pays include: [[dynamic.Utilities Resident(s) pay include]]

Other: [[dynamic.Other]]

**NOTE:** If Resident is occupying a garden or ground level unit some electric heat may be required and will be at the expense of the Resident. Electric heating units will be provided by Management as needed.

1. **SECURITY DEPOSIT:** Resident agrees to pay security deposit of **[[lease.rent\_amount]]** within 24 hours after signing lease agreement. Deposits, less any charges, will be mailed to you within 21 days after your lease terminates, per Minnesota law. Full deposits earn 1% simple interest.
2. **OCCUPANCY AND USE:** No person other than those listed above may occupy the apartment without written approval of Management. The apartment and utilities may be used only for ordinary residential purposes. The charge for additional residents is \$45 per month and additional residents must complete applications and be added to the lease agreement. No re-renting or subleasing by Resident is allowed, including Airbnb, VRBO, and other vacation rentals.
3. **ALL RESIDENTS ARE RESPONSIBLE FOR ALL DEBTS:** Residents are responsible for paying the rent and any other money due to Management under this lease or as a result of any breach of the lease.
4. **MANAGEMENT PROMISES:**
  1. That the premises and all common areas are fit for use as a residential premise;
  2. To keep the premises in responsible repair and make necessary repairs within a reasonable time after written notice by Resident except when a disrepair has been caused by the willful or negligent conduct of the Resident or his/her guests;
  3. To maintain the premise in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the willful or negligent conduct of the Resident or his/her guests; and
  4. To maintain the common areas in a state of good repair and cleanliness.
5. **RESIDENT PROMISES:**
  1. Not to damage or misuse the premises or waste the utilities provided by Management or allow his/her guests to do so;
  2. Not to make any alterations or additions to remove fixtures or to paint the premises without the written consent of Management;
  3. To keep the apartment clean and tidy;
  4. Not to conduct himself or herself in a loud, boisterous, unruly or thoughtless manner so as to disturb the rights and peace and quiet of the other residents, or to allow his/her guests to do so;
  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 inflammable or explosive substance;
  7. To give notice to Management of any necessary repairs to be made;
  8. Not to change or install any door locks without authorization of Management;
  9. **Not to smoke any substances in the apartment or allow guests to smoke in the apartment or in common hallways – smoking is prohibited anywhere inside the building.**
  10. To inform Management immediately when any smoke detectors in the apartment becomes inoperable.
6. **LATE PAYMENTS:** Resident agrees to pay rent on the FIRST day of each month. If Resident fails to make any payment of rent on or before the FIFTH day of the month the resident agrees to pay management a late charge of eight percent (8%) of the amount of the unpaid rent balance, unless specific payment arrangements have been made with Management. A \$30.00 service charge for returned checks or failed transactions on electronic payments will also be charged if a check or electronic payment is returned NSF. If

the late fee or NSF fee is not paid by the resident this fee will be charged to Resident's account and paid when vacating.

7. **PETS:** Resident may not have animals or pets of any kind unless specified under "Other" section above. **If Resident has any pet in the leased apartment without written permission from Management, Resident will forfeit their entire security deposit.**
8. **EXTRA APPLIANCES:** No clothes washers, clothes dryers, dishwashers, refrigerators, or freezers not provided by Management are permitted in the apartment without written consent of Management.
9. **MANAGEMENT'S RIGHT TO ENTER:** Management and its authorized agents may enter the apartment at any reasonable time to inspect the apartment to make repairs or to show the apartment to prospective new residents or purchasers. Twenty-four hour notice will be given unless an emergency arises and Management must enter.
10. **DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:** Management is not responsible for any damage or injury to the Resident or his/her property or to Resident's guests or their property that was not caused by a willful or negligent act of Management or failure of Management to act. Management **REQUIRES** that Resident obtain Renter's Insurance to protect him or herself against any injuries or damage he/she may suffer and must show proof of it upon move-in.
11. **REIMBURSEMENT BY RESIDENT:** Resident agrees to reimburse Management promptly for any loss, property damage, or costs or repairs or service (including plumbing damage) caused by negligence or improper use by Resident, his or her agents, family or guests. Resident shall be responsible for damage from windows or doors left open.
12. **ACTS OF THIRD PARTIES:** Management is not responsible for the actions, or for any damages, injury or harm caused by such actions, of third parties such as Resident, guests, intruders or trespassers.
13. **FAILURE TO GIVE POSSESSION:** If failure to give possession to new Resident is due to causes beyond Management's control, including, but not limited to, the holding over of previous Resident, and Management is unable to give possession of the apartment to new Resident, Resident will not be required to pay rent until she or he has possession of the apartment.
14. **NOTICE OF DANGEROUS CONDITIONS:** Resident agrees to promptly notify Management immediately of any conditions in the apartment that are dangerous to health or safety, or which may do damage to the premises or waste utilities provided by the Management.
15. **ABANDONMENT OR SURRENDER OF THE APARTMENT BEFORE THE TERMINATION OF THE LEASE:** Resident understands that she/he is responsible for paying the full rent each and every month during the duration of this agreement and any extensions or renewals. **If Resident should request Management to re-rent his or her apartment before the termination of the initial lease period, Resident will give Management at least fifty-eight (58) day notice and will pay to Management ONE month's additional rent immediately as a re-rent fee.** Upon receipt of this amount, Management will begin advertising and showing the apartment for rental at current market rates. It is understood and agreed that the Resident remains responsible, under said terms of the lease, until such time as the lease expires or until the premises are re-rented. Resident agrees to pay all costs incurred by Management incidental to any abandonment of the premises or other breach of lease by Resident, such as cost incurred in attempting to re-rent Resident's apartment. If Management prevails in a suit of eviction, or for unpaid rents, or any other debts or charges, Resident agrees to pay all court costs and attorney's fees incurred by Management. These reimbursements are due when Management or its representative makes demand upon Resident.
16. **TERMINATION OF LEASE:** If Resident wishes to terminate the lease at the end of the initial term, Resident must give Management written notice of his/her intent to vacate **fifty-eight (58) days** 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 current monthly rental rate. If Resident continues to occupy the apartment after the Ending Date of the lease with the permission of Management, and this lease has not been renewed or a new lease made between Resident and Management, this lease shall convert into a Duration of month-to-month with **fifty-eight (58) day** notice under its original conditions and agreements, except that the rent shall be adjusted to the current monthly rate.

**In any month-to-month leases, notice will NOT be accepted for move-outs at the end of November, the end of December, or the end of January, WHEN THE WINTER LEASE IS IN EFFECT.**

**Notices are accepted for move-outs at the end of February through the end of October in month-to-month leases.**

**Notice to terminate must be given so as to be effective on the last day of a month with the exception of the winter lease.**

17. **DESTROYED OR UNTENANTABLE PREMISES:** If the premises are destroyed or so damaged as to not be fit for occupancy due to fire, the elements, or any other cause, Management may elect to terminate the 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 Resident's fault of negligence, upon termination of this lease pursuant of this section, rent shall be prorated and the balance, if any, refunded to Resident.
18. **EVICITION:** If Resident materially violates any of the terms of this lease, she/he may be evicted immediately and without prior notice. In the event that Resident does not vacate voluntarily upon eviction, Management may commence a legal eviction action. If Management prevails in an Unlawful Detainer action or suit for rent or damages to property or person brought by Management against Resident, Resident hereby agree to pay all reasonable attorney's fees and court costs incurred by Management in connection with said lawsuits. Residents also agree to pay the Unlawful Detainer filing fee of \$275.00 and the break-lease fee.
19. **RESIDENT AGREES TO VACATE the apartment on or before the termination date** of this lease or any renewal or extension as provided in the lease. If Resident fails to vacate on or before the required date, she/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 their condition at the commencement of the tenancy except for ordinary wear and tear. Resident agrees to vacate premises no later than **12:00 Noon** on the last day of the vacating month. Resident will turn over full possession of this apartment to the Management and return all keys. Resident will be entitled to a prompt refund of the security deposit, if the apartment is returned in a clean and like condition as when received. Resident understands that if there are damages beyond reasonable wear and tear, his/her liability is not limited to the amount of the security deposit. **Reasonable wear and tear will not cover the costs of painting and carpet**

**cleaning if apartment is occupied less than twelve months.** It is understood that the security deposit is **not** the last month's rent.

20. **GARAGE/PARKING SPOT:** Resident agrees when renting a parking spot or garage, proper notice to vacate the parking spot or garage must be given in writing and must be at least **fifty-eight (58) days** notice for the end of any month.

21. **Release of the security deposit is subject to but not limited to the following guidelines:** Resident must complete lease; Resident must provide proper fifty-eight (58) day notice to vacate; no damage to the property beyond normal wear and tear; if Resident occupied apartment for less than one year, charges for repainting apartment and/or cleaning carpets will be assessed per the lease agreement and taken from the deposit; unpaid rents, late fees not paid, and NSF fees not paid during the course of the lease will be deducted from the deposit; all keys issued must be returned upon vacating – a \$50 charge for EACH key NOT returned will be assessed and taken from the deposit; all debris must be properly disposed of – charges will be assessed for any large furniture items, excessive trash, or any electronics that are left behind by Resident; storage areas must be emptied and swept – your security deposit will be withheld until this is completed; forwarding address must be left in writing or emailed to our office.

***The undersigned agree to all the conditions of this Lease Agreement.***

***Signature(s) of Resident(s)***

***Date***