

Sunrise Apartments
110 6th Avenue East
Halstad, MN 56548

LEASE AGREEMENT

Part A of Lease: Contract Information

1. **Content of Lease.** The lease consists of:
Part A: Contract Information
Part B: Lease Addendum
Part C: Additional Agreements

2. **Parties to Lease.**

Tenant _____
Owner _____ City of Halstad _____

3. **Unit Rented.** This is a lease for the following dwelling unit:

Address: Sunrise Apartments
110 6th Ave E Unit # _____
Halstad, MN 56548

4. **Members of Household.**

Only 2 adults and 1 child may reside in the unit. The following persons may reside in the unit. No other person(s) may reside in the unit without prior written approval by the Manager (and the Housing Authority, if you are receiving assistance).

5. **Term of Lease.**

Management hereby leases apartment # _____ to _____, effective ____/____/____. This rental agreement shall continue for six months, and then from month to month after the initial lease term expires.

6. **Rent to Owner.**

The initial rent to owner is \$400.00 per month. The rental period is from the first day of the month through the last day of the month. Rent is due on the **1st day of each month**. Any rent paid **after the 15th** of the month will be charged a **10% penalty**. Management reserves the right to adjust the rent. The tenant shall be liable for the monthly fee for the term of this Rental Agreement, **whether or not a tenant is actually occupying the apartment**. If the tenant commences occupancy of the apartment on a day other than the first of the month, the monthly fee for that month shall be pro-rated and adjusted accordingly.

7. **Security Deposit.**

On execution of this Rental Agreement, the tenant shall deposit with management the security deposit, in the amount of \$400.00. Management agrees to return this deposit to the tenant, together with compounded interest at the passbook rate. Management may withhold from the refund such amounts necessary to remedy the tenant's defaults in compliance with applicable laws for the payment of rent, other amounts due to management pursuant to an agreement, or to restore the premises to their condition at the start of the tenancy, except for ordinary wear and tear.

8. **Other Owner Charges.**

Keys – A \$5.00 charge will be assessed for any replacement keys. The tenant will be given 2 door keys and 1 mailbox key (if needed) and the keys must be returned when leaving occupancy.

Part B of Lease: Lease Addendum

1. **Housing Authority Assistance Program.**

This agreement is a lease between the tenant and the owner. For those tenants utilizing this service, the owner is leasing the contract unit to the tenant for occupancy by those identified in Section 4 of Part A of this lease with assistance from the Housing Authority program. The owner will enter into a Housing Assistance Payment Contract with this agency, and will accept payments from this agency. Any payments made on behalf of the family shall be credited against the monthly rent to owner for the contract unit.

The owner will supply the Housing Authority with a copy of this lease and any other required paper work for their records. The tenant is aware and agrees that if he/she applies for assistance, the owner will provide the necessary information to this agency.

The tenant is responsible for any and all rent under the terms of the agreement. Rent not paid for by any agency does not excuse the tenant of the rental obligation.

Tenants utilizing this service are expected to follow the rules governing this program. The owner will agree to follow the rules governing this program.

2. **Assignment and Subletting.**

The tenant shall not assign or sublet this rental agreement without the prior written consent of management. Consent by the management to one assignment or subletting shall not be deemed consent to any later assignment or subletting.

3. **Tenant Agrees To:**

- **Not have any pets in the apartment.**
- **Not smoke in the premises of the apartment building.**
- Use the apartment and utilities for ordinary tenant purposes only and not in any ways that are unlawful, dangerous, or which would cause cancellation, restriction, or increase in management's expenses.
- Use the premises without damaging or wasting the utilities provided by management or allowing the tenant's guests to do so.
- Keep the apartment and its equipment in good condition, and surrender it in good condition upon termination of the agreement. (Ordinary wear and tear resulting from careful usage is expected).

- Reimburse management promptly for any property damage caused by negligence or improper use by the tenant, the tenant's family, or the tenant's guests.
- Permit representatives of management to enter the apartment at all reasonable times to perform preventative maintenance and/or make necessary repairs. Management will use its best effort to communicate arrangements with the tenant for such activities. The tenant hereby grants permission to management to show the apartment to new rental applicants at reasonable hours of any day after either party has given proper notice of the termination of this agreement.
- Not repaint or make any changes, repairs, or alterations to the interior or exterior of the apartment without prior WRITTEN approval of management.
- Not make or permit any noise or engage in any other actions, which would interfere with the comfort or convenience of other tenants in the building.
- Give written notice to management of any necessary repairs to be done.
- Notify management of any conditions in the apartment that are dangerous to the health and safety of tenants, or which may do damage to the premises or waste utilities provided by management.
- Pay the fees acquired during the eviction process.

4. **Management Agrees To:**

- Provide, for a fee, washers and dryers for the personal needs of tenants in a central laundry room.
- Furnish each apartment with floor coverings, refrigerator, and range.
- Keep the premises and all common areas fit for the use intended by the parties.
- Repair and maintain the structural portions of the apartment, including appliances provided by management, plumbing, heating, electrical services, exterior window surfaces, and the common facilities and grounds. Management pays for all such maintenance except where negligence of the tenant or tenant's guests have caused damages to the property, in which event the tenant will be assessed the amount for repairs and maintenance.
- Maintain the premises in compliance with the applicable health and safety laws of the state and local units of government.

5. **Occupancy Privileges.**

The occupancy privileges of the tenant shall continue until:

- a). The tenant voluntarily terminates the rental agreement by giving thirty (30) days written notice to management; or
- b). The rental agreement is terminated by management by giving thirty (30) days written notice to the tenant for any one of the following reasons:
 - The tenant fails to pay monthly rental fees on a timely basis.
 - Serious and/or repeated violations of the lease.
 - Violations of Federal, State, or local laws that impose obligations on the tenant in connection with the occupancy or use of the unit and premises.
 - Criminal activity that threatens the health, safety, or right to a peaceful enjoyment of the premises by other residents.
 - Illegal use of a controlled substance.
 - Abuse of alcohol and tobacco products that threatens the health, safety, or right to a peaceful enjoyment of the premises by other residents.
 - Fleeing to avoid prosecution, custody, or confinement after conviction of a crime that is a felony under the laws of the place from which the individual flees.
 - Violating a condition of probation or parole under Federal or State laws.
 - Other good cause, such as disturbing others, destruction of property, living or housekeeping habits that cause damage to the unit or premises, failure to accept the owner's offer of a new

lease or revision, the owner's desire to utilize the space for another use, a business or economic reason, or eviction by court action.

6. Personal Property of Tenant.

Management shall not be liable to the tenant or to any other person whomsoever for any personal injury sustained, any loss or damage to property, any loss of articles by theft or any cause, or for any personal injury or damage to property caused by interruption of utilities or other services. Management strongly encourages the tenant to secure their own insurance to protect against all of the above occurrences.

Management is not liable to the tenant or his/her guests for any injury, property damage, or death occurring in or around the apartment, unless such injury, property damage, or death occurs as the result of negligence on the part of any employee or agent of the apartment.

7. Miscellaneous.

This agreement grants only a right of occupancy to the tenant. It does not grant any right, title, or interest in the real property of the apartment. The rights of residential living under this agreement cannot be assigned, transferred, inherited, or devised by the tenant.

Management reserves the right to develop and implement building and housing rules as it deems necessary for the efficient operation of the apartment and to enhance the safety, security, and well being of all tenants.

This agreement is constructed and interpreted pursuant to the laws of the State of Minnesota.

8. Default.

If the tenant defaults in performance with any of the terms and conditions of this rental agreement, the agreement shall terminate and management may re-enter the premises for removal of persons and property. Management shall give the tenant a written notice of any default, and termination of the agreement shall result no earlier than ten (10) days of receipt of the notice.

9. Abandonment.

If the tenant abandons the apartment, management may enter the leased premises by any means without being liable for any prosecution and without being liable to the tenant for any damages. Management may also re-let the apartment for the whole or any part of the expired term of the lease and may collect all rent payable by such letting. Management may hold lease liable for any difference for the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force and the net rent for such period relays by lessor by means of such re-letting. If management exercised this right of re-entry following abandonment of the premises by the tenant, then management may consider any personal property belonging to the tenant and left on the premises to also have been abandoned, in which case the management may dispose of all personal property in any manner that is deemed proper and be relieved from all liability for doing so.

10. Attorney's Fees.

The tenant agrees to pay all costs, including attorney's fees, incurred in enforcing this rental agreement.

Part C of Lease: Additional Agreements

This agreement, with its attachment and any other written agreement made, constitutes the entire agreement between management and the tenant. No oral agreements have been entered into.

Signatures

Tenant

Print Name of Tenant 1

Signature

Date

Print Name of Tenant 2

Signature

Owner Representative

Print Name of Representative

Signature

Date

CO-SIGNER

In the event that a potential tenant does not have an appropriate rental or mortgage history, the tenant will need to have a co-signer with a credit history that is acceptable to the Manager.

I _____ agree to pay the rent and be responsible for damage
if _____ and _____
default on the lease or cause damage and do not pay for fixing or the replacement of said damage.

Signature

Date

Co-signer SS # _____

Co-signer drivers license # _____