

# CITY OF HALSTAD

## JOHN WIMMER HOMES

1. **Tenant to Lease** \_\_\_\_\_.

2. **Name of landlord:** City of Halstad

3. **Unit Rented.** This is a lease for the following dwelling unit:  
100 5<sup>th</sup> St E Wimmer #  
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 persons may reside in the unit without prior written approval by the City of Halstad.

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5. **Term of Lease**

The initial lease term begins on \_\_\_\_\_ The initial lease term ends on \_\_\_\_\_.

After the initial lease term, the lease term shall renew automatically as follows: *PERIODIC, MONTH-TO-MONTH TENANCY*.

6. **Rent to Owner**

The initial rent to owner is **\$225.00**. The amount of the rent to owner is subject to change during the lease term in accordance with this lease. Rent is due on **the 1<sup>st</sup> day of every month**. Any rent paid **after the 15<sup>th</sup>** of the month will be charged a **10% penalty**.

7. **Utilities and Appliances**

Tenant responsible for all utilities. Owner shall provide a stove.

8. **The security and damage deposit is \$400.00.**

9. **Laundry Facility.**

You are allowed to use the Wimmer Home Laundry facilities 24 hours a day 7 days a week. If you lose your key you will be charged \$50.00 for replacement of the lock on the facility door and distribution of new keys to tenants. You will lose privileges to the laundry facility if you allow others to use the facility.

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1. **Lease**

The lease has been approved by the City of Halstad. The lease may not be revised unless any lease revision has been approved in writing by the City of Halstad.

2. **Use of Unit**

- a. During the lease term, the family will reside in the unit.
- b. The members of the household must be approved by the City of Halstad.
- c. The tenant may not sublease or let the unit.
- d. The tenant may not assign the lease or transfer the unit.
- e. The tenant will move their vehicle(s) within 24 hours after a snowfall so that the road can be plowed. Any tenant that fails to move their vehicle will be responsible for any and all towing fees.

3. **Maintenance and Utilities**

a. **Maintenance**

- (1) The owner must maintain the unit.
- (2) The owner is not responsible for damages beyond normal wear and tear caused by any member of the household or guest.
- (3) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the City of Halstad.

**b. Utilities and Appliances**

- (1) The renter must provide all utilities needed.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.
  - (c) The owner must provide a stove.

**4. No Pets and No Smoking**

**a. Permitted pets**

Bird-species that are normally kept caged, Fish- confined to aquarium, Seeing eye dog-if resident is legally blind. No house cats or dogs, other than listed above are allowed.

**b. No Smoking.** No smoking is allowed in the premises. There will be no exceptions!

**5. Termination of Tenancy by Owner**

**a. Grounds.** During the initial term of the lease or during any renewal term, the owner may only terminate the tenancy because of:

- (1). Serious or repeated violation of the lease;
- (2) Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or the use of the unit and the premises;
- (3) Criminal activity (as provided in paragraph b); or
- (4) Other good cause (as provided in paragraph c).

**b. Criminal Activity**

- (1) The owner may terminate the tenancy if any member of the household, a guest or another person under the tenants control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premise by other residence;
  - (b) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; Or
  - (c) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy if any member of the household engages in any of the following types of activity:
  - (a) Illegal use of a controlled substance; or
  - (b) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- (3) The owner may terminate the tenancy if any member of the household is:
  - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
  - (b) Violating a condition of probation or parole under Federal or State law.

**c. Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial term of the lease or during any renewal term, other good cause includes:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial term of the lease, such good cause includes:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal use or purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

**d. Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

- (2) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

**6. Lease Termination or Move out by Family**

- (a) The tenant may terminate the lease without cause at any time after the initial term if the tenant notifies the owner at least 30 calendar days before the termination.

**7. Prohibited Lease Provisions**

The following types of lease provisions are prohibited by the City of Halstad. If there is any prohibited provision in this lease, the provision shall be void.

**(a) Agreement to be sued**

Agreement by the tenant to be sued, to admit guilt, or to a judgement in favor of the owner, in a lawsuit brought in connection with the lease.

**(b) Treatment of personal property**

Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property left in the unit after the tenant has moved out. The owner may dispose of this personal property in accordance with State and local law.

**(c) Excusing owner from responsibility**

Agreement by the tenant not to hold the owner or owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

**(d) Waiver of notice**

Agreement by the tenant that the owner may institute a lawsuit against the tenant without notice to the tenant.

**(e) Waiver of legal proceedings**

Agreement by the tenant that the owner may evict the tenant or household members:

- (1) Without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or
- (2) Before a court decision on the rights of the parties.

**(f) Waiver of jury trial**

Agreement by the tenant to waive any right to a trial by jury.

**(g) Waiver of right to appeal court decision**

Agreement by the tenant to pay the owner's attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. However, the tenant may be obligated to pay costs if the tenant loses.

**(h) Tenant chargeable with cost of legal actions regardless of outcome**

Agreement by the tenant to pay the owner's attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. However, the tenant may be obligated to pay costs if the tenant loses.

**8. Security and Damage Deposits**

- a. The owner may collect a security and damage deposit from the tenant.
- b. When the family moves out of the unit, the owner, subject to State and local law, may use the security and damage deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security and damage deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security and damage deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect that balance from the tenant.

**9. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

**10. Notices**

Any notice under this lease by the tenant to the owner or by the owner to the tenant must be in writing.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Representative Signature

\_\_\_\_\_  
Date

## **Wimmer Home Laundry Facility Usage:**

If you misplace or lose your laundry room key, you will be charged \$50.00 for replacement of the door lock and distribution of new keys to tenants.

Non-Wimmer Home residents are NOT to use the laundry, if you are allowing others to use it your key will be taken away and you will lose all laundry privileges.

If rules posted in laundry facility are not followed, that is also grounds for loss of privileges.

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Wimmer Home Tenant

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Date