

RENTAL AGREEMENT

RESIDENT(S) & Date of Birth: _____

OWNER: _____

PROPERTY MANAGER: CEH, Inc _____

PROPERTY ADDRESS: _____

LEASE DURATION: MONTH TO MONTH LEASE START: , 2011 LEASE END: _____

NOTICE TO VACATE: The notice period is one (1) full month, and can only be given after the initial term, if any, has expired. Tenant agrees to not give notice to vacate for the period of October 1-March 1.

RENT: The rent is \$ _____ per month, or \$ _____ per year.

MONTHLY GARAGE SPACE: 0 MONTHLY WASHER/DRYER FEE: 0 TOTAL MONTHLY RENT: _____

PREPAID RENT 0 SECURITY DEPOSIT: \$ _____ CLEANING FEE: \$100 TOTAL DUE AT SIGNING: \$ _____

OTHER CHARGES: LATE FEE : \$25 LOST KEY (PER KEY): \$25

UTILITIES INCLUDED IN RENT: Heat Electric Gas Water / Sewage Garbage Phone Cable

UTILITIES NOT INCLUDED IN RENT: Heat X Electric X Gas X Water / Sewage X Garbage X Phone X Cable X

AUTHORIZED MANAGER / ADDRESS (PERSON AUTHORIZED TO RECEIVE RENT, ACCEPT PROCESS & ISSUE RECEIPTS / NOTICES IN COMPLIANCE WITH MN STATUTE 5048.181): REMAX RESULTS, 2100 FORD PARKWAY, SAINT PAUL, MN 55116

ADDITIONAL AGREEMENTS: (SEE ATTACHED ADDENDUMS AS INCLUDED IN PARAGRAPH 38)

Management and Resident(s) agree to the terms of this lease and to any attachments referred to or that become part of this lease.

MANAGEMENT: _____ RESIDENT: _____

DATE: _____ RESIDENT: _____

RESIDENT: _____

DATE: _____

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LEASE TERMS:

PAYMENT:

1. **RESPONSIBILITY:** Each resident is jointly responsible for the full rent and other money owed.
2. **DUE DATE:** Resident will pay management the full monthly rent before midnight (12pm) of the first day of each month during this lease and during any extensions. **Rent will be paid via check payable to ReMAX Results and Delivered to 965 Bayless Avenue, Saint Paul, MN 55114**
3. **LATE RENT / SERVICE CHARGES / RETURNED CHECKS:** Resident will pay the late fee if resident does not pay rent by midnight of the 2nd of the month. Rent is considered 'paid' when received by manager, not when mailed or sent by resident. Resident will pay a returned check fee of \$25 for each returned check.
4. **DUTY TO PAY AFTER EVICTION:** If resident is evicted for failure to pay rent or for violation of a term of the lease, resident must pay the full monthly rent and other charges until (1) the apartment is re-rented, (2) the lease ends, or (3) if month-to-month, the next notice period ends. If the apartment is re-rented for less than the rent due under this lease, resident must pay the full monthly rent and other charges until (1) the apartment is re-rented, (2) the lease ends, or (3) if month-to-month, the next notice period ends.
5. **DEATH OF RESIDENT(S):** Resident agrees this lease will bind their heirs, executives, administrator, successors, assigns and receivers. Executors of resident's estate are required by Minnesota Statute 504b.265 to give 60 days written notice to terminate this lease.
6. **OTHER PAYMENTS:** Any amount owed management is due when management asks for it. Management expressly does not give up its right to any money owed by resident because of management's failure or delays to ask for it. Management can ask for money owed before resident moves into unit.

USE OF APARTMENT

7. **RENTAL RULES:** Resident agrees to abide by all of the attached Rental Rules, which are a part of this lease.
8. **USE:** Residents may use the apartment and utilities for normal residential purposes, and not for business or illegal uses.
9. **OCCUPANCY:** Only persons listed above as residents may live in the apartment. Persons not listed as residents may live in the apartment only with the prior written consent of management. Occupancy by guests staying overnight more than 10 days will be considered a material lease violation and management may terminate the lease and commence an eviction action.
10. **SUBLETTING:** Residents may not lease the apartment to other persons (sublet), assign this lease, or sell this lease without the prior written consent of management. Subletting will be considered a material lease violation, and management may terminate the lease and commence an eviction action.
11. **PETS:** No pets of any kind are permitted, inside or outside the apartment or grounds, without an additional written agreement, which will result in an immediate increase in the rental rate AND an additional pet deposit.
12. **PROHIBITED FURNITURE:** No waterbed or other water-filled furniture is permitted without prior written consent of management. No kerosene heater or window air conditioner is permitted. Violation of this provision is grounds for eviction.
13. **VEHICLES.** Resident(s) will have no motor home, camper, trailer, boat, recreational vehicle, unlicensed or inoperable vehicle, vehicle on blocks or commercial truck on the premises, the common area, or the grounds surrounding the premises. A commercial truck is any truck in commercial service or larger than a pickup truck. Three days after giving notice to resident, manager may remove and store the offending vehicle. Resident will pay reasonable removal and storage expenses as additional rent. Permitted vehicles will park in designated areas only.
14. **SMOKING.** Resident may NOT allow smoking on the premises.

DURATION

15. **END OF LEASE:** Resident will move out when either party gives the requisite notice to vacate. If resident fails to move out after legal notice, resident will be liable to Management for any losses, including rent, court costs and attorney's fees.
16. **LEASE EXTENSION:** If resident stays in the apartment after the date the lease ends, with the approval of management, but resident and management have not renewed this lease or entered into a new lease, this lease will be extended under the original terms, but (1) the term will be month-to-month, and (2) management may raise the rent. Tenant may have to pay month to month fee in addition to increase in rent.
17. **MOVING OUT BEFORE LEASE ENDS:** If resident moves out of the apartment before the date this lease ends, resident is responsible for rent and any other losses or costs, including court costs and attorney's fees.
18. **GIVING NOTICE:** If resident wishes to move out of the apartment on the date this lease ends, resident must give management prior written notice equal to the notice period. If resident fails to give proper notice, management may extend the lease for one notice period. When lease is month-to-month, management and resident may terminate the lease only by giving the other party written notice equal to the notice period. *Notice by either party to cancel a lease, or change the terms, is effective*

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on the last day of a month. Management may change the terms of the lease, including amount of rent, by giving resident written notice equal to the notice period. Notices delivered by management to apartment are considered and accepted to be proper notice to all residents, are effective as soon as delivered to the apartment, and may be posted on resident's door.

19. **FAILURE TO GIVE POSSESSION:** If management cannot provide apartment to resident at the start of this lease, resident cannot sue management for any resulting damages. Resident will not start paying rent until they get possession of the apartment.

MAINTENANCE AND REPAIR

20. **MOVE-IN CONDITION:** Resident accepts the apartment condition as listed and defined in the Move-In checklist, and resident accepts responsibility for all loss, breakage, burns and other damage noted on the Move-Out checklist.

21. **SECURITY DEPOSIT:** Management may keep all or part of the security deposit for (1) damage to the apartment beyond ordinary wear and tear and (2) for rent or other money owed to management. The security deposit will not, under any circumstances, be applied for payment of the final month's rent or for any other rent or obligation of Resident under this agreement. In the event of the sale or lease of the premises, management has the right to transfer the security deposit to a new owner / manager and require that party to assume the responsibility for the return of the deposit; in that case, management will be released from any liability for return of the deposit.

22. **CLEANING FEE:** The cleaning fee is non-refundable and will be retained for the cleaning of the apartment, including curtains, drapes, windows, walls, floors, and appliances.

23. **DESTROYED OR UNLIVABLE CONDITION:** If the apartment is destroyed or damaged so it is unfit to live in due to any cause, management may cancel this lease immediately and may choose not to rebuild or restore the apartment. If the damage was not the resident's fault and management cancels the lease, rent will be pro-rated and the balance refunded to the resident.

24. **REIMBURSEMENT FOR DAMAGES:** Resident shall reimburse management for (1) any loss, property damage or cost or repair or service cause by negligence or improper use by resident, their agents, family or guests; (2) any loss or damage caused by windows or doors left open; and (3) costs to management because of abandonment to apartment. Resident will be billed at the time of damage and the balance becomes due and payable; such charges will not be deducted from the security deposit.

25. **NOTICE FOR REPAIRS / MAINTENANCE:** Repairs in excess of \$25 must be reported to management in writing, at the address above, and must be approved by management.

26. **RIGHT TO ENTER:** Management may enter the apartment at any reasonable time to inspect, improve, maintain / repair the apartment, do other necessary work, or to show the apartment to potential residents or buyers with 24 hours called or emailed notice.

TERMINATION

27. **EVICITION:** If resident violates any of the terms of this lease, resident may be evicted immediately and without prior notice. If resident is evicted but does not move out voluntarily, management may bring an eviction action. If resident violates a term of this lease, but management does not evict resident, management may still evict resident for other violations of this lease.

28. **ABANDONMENT:** Resident's absence from the apartment for seven (7) consecutive days while rent remains due is considered abandonment of the apartment. Management may commence an eviction action for lease violation and gain possession of the property. Management may store any property remaining for 60 days, at resident's expense, and then dispose of it as management sees fit.

29. **PARTIAL RENT PAYMENT:** It is expressly agreed that acceptance of less than the full amount of rent due from resident does not waive management's right to recover possession of the premises for nonpayment of rent. Acceptance of rent does not waive management's right to evict resident for any past or existing violation of any term of this lease.

30. **ATTORNEY'S FEES / COURT COSTS:** If management brings any legal action against resident, resident must pay management's actual attorney's fees, or other legal fees and expenses, including fees paid to a collection agency, expenses, and court costs, even if rent is paid after the legal action is started.

31. **CHECKOUT:** At the end of the lease, resident must return the keys to management in person immediately.

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LIABILITY

32. **DAMAGE / LOSS/ INJURY:** Management is not responsible for any damage or injury that is done to resident or their property, resident's guests or their property that was not caused by management. Management recommends that resident obtain renter's insurance to protect against injuries and/or damage. Resident is required to obtain \$10,000 of renter's insurance and provide proof of coverage with one (1) month of moving into unit.

33. **THIRD PARTIES:** Management is not responsible for the actions, or for any damages, injury or harm caused by third parties, such as other residents, guests, intruders or trespassers, who are not under management's control.

34. **LEGAL RIGHTS:** Management may use its legal rights and remedies in any combination. By using one or more of these rights or remedies, management does not give up any other rights or remedies it may have.

35. **MORTGAGE:** The building may be mortgaged or may be subject to a contract for deed. Resident agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to the resident's rights.

OTHER

36. **FALSE APPLICATION:** If management determines that oral or written statements made by resident on the rental application or otherwise are not true or complete in any way, then resident has violated the lease and may be evicted. The application is part of the lease and false or misleading information, whether intentional or unintentional, is material violation of the lease and grounds for eviction.

37. **WEAPONS:** No illegal weapons of any type are permitted in the apartment, common areas, or parking lot. If weapons are confiscated during a drug raid or the execution of a search warrant, such possession is automatically a lease violation and will be grounds for eviction.

38. **ADDENDUMS:** The following documents are incorporated into the lease and resident acknowledges that they have received a copy of each--, Rental Rules, Move-In Checklist.