

Sample Lease

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of \_\_\_\_\_ by and between Win Win Housing solutions, John W. Peterson, President ("Landlord"), and

\_\_\_\_\_  
("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a \_\_\_ bedroom home with \_\_\_ bath (the "Premises") located at \_\_\_\_\_

TERM. The lease term will begin on \_\_\_\_\_ and will terminate on \_\_\_\_\_.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$\_\_\_\_\_ per month, payable in advance on the first day of each month, for a total lease payment of \$\_\_\_\_\_. Lease payments shall be made to the Landlord at 13657 Elkwood Drive, Apple Valley, Minnesota, 55124 which may be changed from time to time by Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$\_\_\_\_\_ to be held and disbursed for Tenant damages to the Premises (if any) and cleaning as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

OCCUPANTS. The Premises may not be occupied by more than 3 person(s), unless the prior written consent of the Landlord is obtained. Occupancy shall be defined as 7 consecutive days.

PETS. Pets shall not be allowed without the prior written consent of the Landlord. At the time of a pets arrival Tenant shall pay to Landlord, in trust, a deposit of \$300.00, to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this Lease.

FURNISHINGS. The lease of the Premises includes the furnishings listed on the attached exhibit. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

STORAGE. Tenant shall be entitled to store items of personal property in in the basement during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

KEYS. The Tenant will be given \_\_\_\_ key(s) to the Premises. If all keys are not returned to the Landlord at the end of the Lease, the Tenant shall be charged \$15.00/key.

LOCKOUT. If the Tenant becomes locked out of the Premises, the Tenant will be charged \$60.00 to regain entry.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$2,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$2,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

QUIET ENJOYMENT. The Landlord promises that on paying the rent and performing the promises and agreements contained in this Lease Agreement, the Tenant shall peacefully and quietly enjoy the leased premises for the agreed term.

USE OF PREMISES. The leased premises shall be used and occupied by the Tenants exclusively as a private single family residence. In particular, Tenants agree that the House and the Property on which the House is locate shall not be used by the Tenants or others acting under his or her control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with intent to manufacture, sell, give away, barter, deliver, exchange, distribute a controlled substance in violation of any local, state or federal law.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure

any financial obligation within 15 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** Tenant shall pay a late fee equal to \$15.00 for each payment that is not paid within 5 days after its due date.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to the normal payment rate set forth in the Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$5.00 for each check that is returned to Landlord for lack of sufficient funds.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**SMOKING.** The tenants nor their guests may smoke within the house.

**PARTIES.** No more than \_\_\_ people may be present for a party of any type at one without the express verbal pre-approval by the landlord. The tenants shall be fully responsible for any damage in its entirety (even if it exceeds the deposit) which occurs during a party.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given personally or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: Win Win Housing solutions

John Peterson, President

Address: 13657 Elkwood Drive

Apple Valley, Minnesota 55124

TENANT:

Names:

Address: Same as property being rented.

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Minnesota.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

LANDLORD:

---

John W. Peterson

TENANT:

---

#### DISCLOSURE OF INFORMATION ON LEAD-BASE PAINT

#### AND/OR LEAD-BASED HAZARDS

#### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

#### Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
Lead based paint exists throughout the two levels.

(ii)  Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i)  Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents).

---

(ii)  Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) \_\_\_\_\_ Tenant has received copies of all information listed above.

(d) \_\_\_\_\_ Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_

Landlord Date

\_\_\_\_\_

Tenant Date