

RESIDENTIAL RENTAL AGREEMENT (MINNESOTA)

THIS AGREEMENT made effective as of the ____ day of _____, _____ by and between:

[NAME OF LANDLORD or LANDLORD'S AGENT] (the "Landlord" [or if agent, the "Agent"]
[address of Landlord or Agent]

- and -

[NAME(S) OF TENANT(S) - all adult tenants should be named] (the "Tenant")

The Landlord does hereby lease to the Tenant the Premises located at _____ *[insert street address of the Premises]*, in the City of _____, State of Minnesota (the "Premises"). The Tenant shall not use or permit the use of the Premises for any purpose other than as a residential dwelling solely for the Tenant and the Tenant's family and/or dependents. This provision does not include reasonable accommodation of the Tenant's guests or visitors.

1. Tenancy

The tenancy created by this Agreement shall be a [week-to-week / month-to-month] tenancy which will commence on the first (1st) day of _____, _____, and will terminate as hereinafter provided.

2. Rent

[if tenancy is week-to-week: The rent due hereunder is the sum of _____ DOLLARS (\$_____) per week, to be paid by 12:00 noon on Monday of each week.

[if tenancy is month-to-month: The rent due hereunder is the sum of _____ DOLLARS (\$_____) per month, to be paid on the first day of each month.

The first payment shall be made on the ____ day of _____, _____. All payments to be made hereunder shall be made to the Landlord at the address set out in this Agreement, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rental payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the date on which the rent is due.

3. Additional Occupants

The following person(s) will also occupy the Premises, but is/are not of legal age and shall have no liability or responsibility under this Agreement: _____ *[list any minor children]*

No rights under this Agreement shall be conferred to any person who has not executed this Agreement.

The Tenant shall notify the Landlord immediately in writing of any person(s) who are not named in this Agreement who have been or shall be residing in the Premises for a period in excess of _____ days. Such person(s) may remain in the Premises only upon written authorization of the Landlord.

4. Utilities and Appliances

The Landlord shall pay for the following utilities and services: *[delete those that are not included]*

- (i) water and sewer
- (ii) gas
- (iii) electricity
- (iv) trash removal
- (v) lawn care and snow removal
- (vi) other: _____

The Tenant agrees to pay for all utilities not provided for by the Landlord. The Landlord shall not be responsible for the failure of any utility service caused by conditions beyond the Landlord's control or damage to the Tenant's personal property as a result thereof. The Tenant shall ensure that no materials are placed in the trash receptacles that are radioactive, volatile, highly flammable, explosive, toxic or hazardous according to the standards set out by any agency of either state or federal government which promulgates regulations of such materials pursuant to applicable federal or state law. The Tenant indemnifies and holds the Landlord harmless for the disposal of any of the aforementioned materials in violation of this Agreement.

The following appliances and fixtures shall be provided by the Landlord:

- (a) [electric/gas] range
- (b) refrigerator
- (c) microwave
- (d) dishwasher
- (e) garbage disposal
- (f) carpet(s)
- (g) window coverings
- (h) other: _____

5. Security Deposit

A security deposit of [AMOUNT OF DEPOSIT IN WORDS] DOLLARS (\$_____) collected from Tenant shall be held by the Landlord as security against loss from damage, nonpayment of rent, or any other breach of this Agreement by Tenant and shall be refunded to Tenant, together with accrued interest, within twenty-one (21) days after the expiration of this Agreement, provided that:

- (a) the Tenant has provided the Landlord with written notice of intent to vacate the Premises in accordance with State landlord-tenant legislation;
- (b) upon inspection, the Premises is found to be in a comparable condition to its state at the beginning of the tenancy hereunder, reasonable wear and tear excepted;
- (c) the covenants and agreements and conditions on the part of the Tenant have been complied with entirely, and there are no unpaid charges, utility bills or rent payments;
- (d) the Premises and all fixtures and appliances provided by the Landlord are left in a clean and tidy condition. The Tenant agrees that the Landlord will have the carpets professionally cleaned at the Tenant's cost when the Tenant has vacated the Premises. The parties agree that the cost of such cleaning will not exceed \$####.##;
- (e) the Tenant has returned all keys and provided the Landlord with a forwarding address to which the security deposit may be mailed by the Landlord.

The security deposit is not any part of the rent herein reserved and consequently cannot be applied to any rent or other charges due hereunder while the Tenant occupies the Premises. This security deposit shall be held in accordance with the laws of the State of Minnesota. If deductions are made from the security deposit, the Landlord shall provide the Tenant with an itemized statement of such deductions. *[if multiple tenants - The Landlord will issue one check in the name of all tenants in returning the security deposit (or portion thereof) and shall mail the same to the forwarding address provided under subparagraph (e) above.]*

THIS IS AN 11-PAGE DOCUMENT.