

LEASE AGREEMENT
(ALL 4 PAGES MUST ACCOMPANY THIS LEASE)

PROPERTY ADDRESS ("Property"): Warren Street Townhomes; _____ Warren St Unit __, Mankato, MN 56001

LEASE TERM ("Term"):

MONTHLY RENT ("Rent"): \$

SECURITY DEPOSIT: \$

OWNER: Warren Street Townhomes

PROPERTY MANAGER/LANDLORD ("Landlord"): KCPM, LLC

ADDRESS: PO Box 4185 • Mankato, MN 56002

PHONE: (507) 345-1607 **FAX:** (507) 345-1980

E-MAIL: kietzerco@yahoo.com

It is mutually agreed between Owner/Landlord and Tenant:

1) WHO OCCUPIES UNIT: Only the Tenant(s) may occupy the Property. The following parties are Tenant(s) subject to the duties and responsibilities contained herein:

TENANT NAME	CELL PHONE	EMAIL
1)		
2)		
3)		
4)		
5)		

2.) DUTY TO PAY RENT: Tenant(s) agree to pay as Rent for the Property the sum of \$ _____ in twelve (12) equal payments of \$ _____ per month to be paid in advance of the first day of each calendar month for the full term of this agreement.

3.) SECURITY DEPOSIT AGREEMENT: A security deposit of \$ _____ is agreed to be held under the terms of the attached Security Deposit Addendum.

4.) FEES AND FINES: Fees and fines levied pursuant to this agreement are incorporated into the total amount of monthly Rent and are considered due within 5 days of notice.

5.) LATE FEES: Rent received postmarked after the 5th of the month will be assessed a late charge equal to 8% of monthly unpaid rent. Late fees will be assessed against each Tenant remitting late rental payments. There will be a \$20 charge for insufficient funds that are returned.

6.) PARTIAL PAYMENT OF RENT: Partial payment of Rent received from Tenant(s) will be applied in the following manner: (1) Previously delinquent rent; (2) Fees or fines due; (3) Rent currently due.

7.) LIABILITIES FOR EACH OTHERS SHARE OF THE RENT: The Tenant(s) are joint and severally liable for the total sum of Rent due.

8.) UNAUTHORIZED OCCUPATION: Parties who are not Tenant(s) subject to this Lease Agreement are considered unauthorized occupants. Tenant(s) may be fined up to \$200 per unauthorized occupant.

9.) NO SUBLEASES: Subleasing of the Property by the Tenant(s) is strictly prohibited without written consent of the Landlord. A Tenant wishing to sublease will be charged a \$50 sublease fee and must fill out forms provided by the Landlord.

10.) APPLICATION APPROVAL: Prospective Tenant(s) will be advised of the status of this application within ten days at above address or phone number. If application is not accepted, Landlord will have no liability other than the proper return of the security deposit.

****Tenants are to initial each page****

1) _____ 2) _____ 3) _____ 4) _____ 5) _____

11.) UTILITIES: Tenant(s) will assume responsibility for the following utilities (Check denotes Tenant(s) responsibility):

- Electricity Gas Phone Cable/Internet

Tenant(s) agree to register the aforementioned utilities in their name, and to maintain registration of the utilities in Tenant’s name for the entire lease period. Removing utilities from Tenant’s name prior to end of lease will result in a \$50.00 non-refundable administrative fee to transfer utility back to Tenant.

- Water Sewer Trash

Tenants will be invoiced monthly by Warren Street Townhomes for reimbursement of water, sewer, garbage bills. Tenants will have a 30 day period to pay these bills, and a \$5.00 fine will be assessed per Tenant for outstanding water/sewer/garbage bills greater than 30 days.

12.) LIABILITY: Landlord will not be liable for any loss, damage, or injury to persons or property on the premises or in the building, due to theft, fire, water, rain, snow, hail, lightning, or any other natural cause (Renter’s Insurance is strongly recommended).

13.) DESTRUCTION OF PROPERTY: Destruction of the Property is strictly prohibited. Tenant(s) are liable for any loss, property damage, or repair caused by the negligence, willful or wanton acts, or improper use by the Tenant(s) or their guests. The cost of repair or remediation will be charged to the Tenant(s) as an additional fee. Repairs must be completed by a party authorized by the Landlord in writing. If the Property is destroyed such that it is no longer livable, Landlord may cancel this lease and immediately regain possession of the Property.

14.) COMPENSATION: Tenants will receive no compensation or rent reduction for inconvenience due to repairs or interruption of service.

15.) DISTURBANCE OF OTHER TENANTS AND/OR NEIGHBORS:

Any violation of Mankato City code section 5.42, subdivision 11(A), disturbing the quiet enjoyment of others or causing damage to the premises, including any apartment/unit or common area, shall constitute a violation of the city of Mankato “Loud Party” ordinance will be assessed 50 percent of total monthly rent in additional security deposit for the first notification at that rental unit. If additional security deposit is not paid within 10 days, it will automatically become a non-refundable fine. The second notification will result in an additional security deposit equal to 100 percent of monthly rent. If this additional security deposit is not paid within 10 days, it will automatically become a non-refundable fine. Tenants and Landlord will also at this time have to meet at the Law Enforcement Center for an explanation of the Mankato City code violation. Landlord reserves the right to issue a five-day eviction notice following the second notification in addition to the assessed fine. Should Tenant be evicted, they will be held accountable for rents due for the remainder of the lease. Additional financial responsibility may accrue due to un-rent ability of unit due to violations against it. Any “Loud Party” violation issued by the Mankato Police Dept. (be it first, second, or third violation), during the final month of the lease will result in an automatic fine equal to two months’ rent.

16.) DISTURBANCE OF OTHER TENANTS AND/OR NEIGHBORS: Written complaints received by the Landlord from two or more individuals, whether concerning one occasion or cumulatively concerning more than one occasion of disturbance, shall constitute prima facie evidence of violation of this provision. Upon Landlord’s receipt of such complaints and written notice of such complaint from Landlord to Tenants delivered to Tenant’s unit by first class mail or by hand. Fines will be the same as violation of Mankato City code section 5.42, subdivision 11 (A).

17.) WHO HAS ACCESS: It is mutually agreed that Landlord or representative shall have access to the unit at all hours for service and repairs or for showing prospective tenants. Landlord will provide notice before entry in accordance with Minn. Stat. § 504B.211.

18.) RENEWING LEASE: Tenants must notify Landlord by November 1st during the current lease term that they intend to renew their lease for the following lease term. If Tenants fail to notify Landlord, the unit can be rented to another party for the following lease term.

19.) PET POLICY: Tenant(s) are not allowed to have pets, without express written permission from Landlord. “Pets” are defined as dogs, cats, rabbits, birds, turtles, or small rodents (including but not limited to: ferrets, guinea pigs, hamsters, rats, gerbils, or mice). Upon first violation of this policy, Tenant will be given five (5) days to remove the pet from the property and assessed a fine of \$150. Upon second or continued violation of this policy, Tenant will be given five (5) days to remove the pet from the property and assessed a fine of \$300. Third or continued violation of this policy may result in eviction. Tenant will be charged for any damages caused by an unauthorized pet. Visitors will not be allowed to bring pets into the unit at any time.

20.) CARPET CLEANING: Tenant(s) will pay to have carpets shampooed after all of their personal property is removed from the unit. Tenant(s) will coordinate the carpet cleaning with Landlord and in most cases will use the same carpet cleaning company that Landlord uses for the entire complex in order to maintain the quality of the service and to get the most economical pricing. The cost of the carpet cleaning will be deducted from the security deposit of the Tenants.

****Tenants are to initial each page****

1) _____ 2) _____ 3) _____ 4) _____ 5) _____

21.) YARD UPKEEP: Tenant(s) are responsible for general yard upkeep on all duplex and single family dwellings, especially keeping the grounds free of garbage and litter. Landlord will be responsible for mowing the lawn and providing general lawn care.

22.) PARKING REGISTRATION: Each Tenant will be allowed to park one vehicle on the property, and said vehicle must be registered with Landlord. Tenant will be issued parking permit, which must be displayed in Tenant vehicle at all times. Unauthorized vehicles will be towed at the owner's expense.

23.) SNOW REMOVAL: Landlord will be responsible for snow removal. If necessary in heavy periods of snowfall, Landlord will contact tenants regarding removal of vehicles from lot for entire lot plowing.

24.) NO BULK ALCOHOL: Landlord has and enforces a "No Bulk Alcoholic Beverage" policy. Absolutely no alcohol in bulk of any kind allowed on premises or on the grounds. In the event that Tenant(s) violate this provision, a \$250 fine will be imposed, subject to paragraph 4 of this Agreement. Any remaining bulk alcoholic beverages will be confiscated.

25.) ILLEGAL ACTIVITY: The following activities are not allowed on the property, and will lead to eviction as outlined in Section 27 and 28 of the lease:

- A.) Making, selling, possessing, purchasing or allowing illegal drugs
- B.) Illegally using or possessing firearms
- C.) Allowing stolen property or property obtained from a robbery
- D.) Allowing prostitution or related activities

26.) TERMINATION: Landlord reserves the right to terminate this lease and to re-enter the premises upon breach of conditions of this lease to be performed by Tenants.

27.) CAUSE FOR EVICTION:

- A.) Five days' notice for non-payment of rent(Paragraph 2), disturbance of other tenants and/or neighbors(Paragraph 15), and violation of Paragraph 25 of this lease.
- B.) Fifteen days' notice for violation of other terms of tenancy.

28.) EVICTION: If Tenant violates any of the terms of this lease, Tenant may be evicted as noted in Section 27 of this Lease. If Tenant is evicted but does not move out voluntarily, Landlord may still pursue court ordered eviction action, or evict resident for any other violation of any term of this lease. Under state law, a lawful seizure from any apartment/dwelling/unit of any illegal object or substance; including drugs, constitutes unlawful possession of the unit by the Tenant, and are grounds for an automatic eviction.

29.) DUTY TO PAY RENT AFTER EVICTION: If Tenant is evicted because Tenant violated a term of this lease, Tenant must still pay the full monthly rent until: 1) the unit is re-rented; 2) the date this lease ends; or 3) if the lease is month-to-month, the next notice period ends. If the unit is re-rented for less than the rent due under lease, Tenant will be responsible for the difference until the date this lease ends or, if the lease is month-to-month, until the end of the next notice period.

30.) ACTION AGAINST TENANT(S) BY LANDLORD: If an action is brought for the recovery of Rent, recovery of other monies due, and/or eviction pursuant to any other theory, Tenant(s) will pay to Landlord all of the costs connected therewith, including, but not limited to, reasonable attorneys' fees, whether or not the action proceeds to judgment.

31.) EVICTION AFTER PARTIAL PAYMENT OF RENT: It is expressly agreed to between Landlord and Tenant that, pursuant to Minn. Stat. 504B.291, subd. 1(c), acceptance by Landlord of less than the full amount of rent due from Tenant does not waive Landlord's right to recover possession of the rental premises for nonpayment by Tenant of balance of rent owed Landlord.

32.) FINAL MONTH OF LEASE: Property must be vacated by 5:00 PM of the final day of lease. The rent due for the final month of this lease will be the same as all other months, regardless of actual move out date as the monthly rent is calculated using 12 equal monthly payments.

33.) MOVING OUT BEFORE LEASE ENDS: If Tenant moves out of the unit before the date this lease ends, Tenant(s) are responsible for rent and any other losses or costs including court costs and attorney's fees and utilities.

34.) LANDLORD TENANT RIGHTS AND RESPONSIBILITIES: Tenant acknowledges that they may obtain the Landlord/Tenants Rights & Responsibilities Booklet through the Minnesota Attorney General's office, www.ag.state.mn.us/consumer/housing/lt.

35.) ENTIRE AGREEMENT: The entire Lease Agreement is contained within this document. The parties agree that there are no other oral agreements which may alter the terms or conditions of this Lease Agreement.

****Tenants are to initial each page****

1) _____ 2) _____ 3) _____ 4) _____ 5) _____

36.) WAIVER: Waiver of any breach or failure to abide by this Lease Agreement, by either party, does not constitute waiver of the entire agreement or waiver of any subsequent breach or failure to abide by the terms of this Lease Agreement.

37.) SAVINGS CLAUSE: If any court finds any portion of this Lease Agreement to be contrary to law or invalid, the remainder of the Lease Agreement remains in full force and effect.

38.) NOTICE: Notice pursuant to any provision of this Lease Agreement is considered effective as soon as it is delivered to the Property.

39.) ACKNOWLEDGMENT: Tenant(s) acknowledge that any other addendums or amendments are part of this Lease Agreement.

40.) TENANT FAMILIARITY:

Tenant acknowledges that they have

- seen the actual unit
- seen a model or other unit that is similar, but not the actual unit identical to the unit listed on the Lease Agreement
- waived their right to see a unit as they are familiar with the layout and amenities included

Tenant's Signatures:

- 1) _____ Date _____
- 2) _____ Date _____
- 3) _____ Date _____
- 4) _____ Date _____
- 5) _____ Date _____

Landlord Signature _____

Date _____

SECURITY DEPOSIT ADDENDUM

PROPERTY ADDRESS ("Property"): Warren Street Townhomes; _____ Warren St Unit ____, Mankato, MN 56001

LEASE TERM ("Term"):

MONTHLY RENT ("Rent"): \$

SECURITY DEPOSIT: \$

OWNER: Warren Street Townhomes LLC

PROPERTY MANAGER/LANDLORD ("Landlord"): KCPM, LLC

TENANT	AMOUNT PAID	DATE PAID	CHECK #
1)			
2)			
3)			
4)			
5)			

1.) REFUND: If you do not move into the unit for which you have paid a deposit, said deposit will not be refunded. Tenant(s) who have complied with the terms of the lease will be entitled to a full security deposit refund. Landlord reserves the right to deduct money from the Security Deposit for the following reasons:

- a.) If Tenant(s) breach the Lease, the deposit will be applied to administrative costs.
- b.) If Tenant(s) does not provide notice in accordance with lease previously or simultaneously executed.
- c.) If Tenant(s) damage the property beyond normal wear and tear.
- d.) If Tenant(s) do not clean the entire Property, including but not limited to the range exhaust fan, refrigerator, bathroom, closets, cabinets, and windows.
- e.) If Tenant(s) do not remove and/or repair stickers, scratches, or holes on walls and ceilings. Eight small nail holes are permissible in each room.
- f.) If Tenant(s) indent or scratch wood or resilient flooring.
- g.) If Tenant(s) do not restore floors and carpets to original condition. Carpet shampooed by professional cleaning service to be coordinated with Landlord. No tears, stains, burns, or any other type of damage other than normal wear and tear.
- h.) If Tenant(s) damage the Property beyond normal wear and tear.
- i.) If Tenant(s) have unpaid late fees or delinquent rent currently owed.
- j.) If Tenant(s) do not return the keys relating to the Property. A \$75 charge will be imposed for failure to return all apartment, garage, and mailbox keys as applicable.
- j.) If Tenant(s) fail to remove all garbage and debris from the Property.
- k.) If Tenant(s) fail to provide forwarding address to Landlord.
- l.) If Tenant(s) fail to pay the final utility bills. Any unpaid utility bill incurred by and for which Tenant is responsible is sufficient justification for Landlord to apply the Security Deposit toward those bills and administration costs.

2.) RATE FOR REPAIRS: A rate of \$30 per hour will be charged for any labor required to clean the Property or remedy minor damages to the flooring or walls of the Property. Landlord reserves the right to contract with a third party to repair damages beyond the normal wear and tear of the Property. Tenant(s) remain liable for any costs incurred to repair damages to the property beyond the amount covered by this Security Agreement.

3.) SECURITY DEPOSIT REFUND: Refunds will be made by check, mailed to forwarding addresses provided. Refunds will be made payable proportionately only to persons signing this agreement. All deposits will be held until expiration of lease regardless of any sublessors.

NOTICE!

PROHIBITION ON WITHHOLDING FINAL MONTH'S RENT: PURSUANT TO MINN. STAT. 504B.178, SUBD. 8, A TENANT MAY NOT WITHHOLD ANY PORTION OF RENT DUE FOR THE LAST PAYMENT PERIOD ON THE GROUNDS THAT THE SECURITY DEPOSIT SHOULD SERVE AS FINAL PAYMENT. PURSUANT TO THE PROVISIONS OF SAID STATUTE, A TENANT WHO DOES WITHHOLD ALL OR ANY PORTION OF THE RENT FOR THE LAST PAYMENT PERIOD CREATED A REBUTTABLE PRESUMPTION THAT THE PAYMENT WAS WITHHELD ON THE GROUNDS THAT THE DEPOSIT SHOULD SERVE AS PAYMENT FOR RENT. A TENANT WHO VIOLATES SUBD. 8 AFTER RECEIVING WRITTEN DEMAND AND NOTICE OF THE SUBDIVISION IS LIABLE FOR DAMAGES EQUAL TO THE PORTION OF THE DEPOSIT WITHHELD FOR ANY ACTUAL DAMAGES AND FORFEITS ANY INTEREST DUE ON THE DEPOSIT.

Tenant's Signatures:

1) _____ Date _____
 2) _____ Date _____
 3) _____ Date _____
 4) _____ Date _____
 5) _____ Date _____

Landlord Signature _____

Date _____