



2115 E County Rd D  
 Suite C200  
 Maplewood, MN 55109  
 Tel. (651) 964-3812  
 Fax (651) 964-3814 [www.trikinproperties.com](http://www.trikinproperties.com)

**RESIDENTIAL LEASE AGREEMENT**

This Agreement of Lease, dated \_\_\_\_\_ is between Trikin Properties, management company and \_\_\_\_\_, Tenant(s)

Name	Home Phone	Work Phone	Mobile	Email

It is expressly understood that this agreement is between Landlord and each signatory individually and severally. In the event of default by one signatory, each and every remaining signatory shall be responsible for timely payment of rent and other provisions of this agreement.

**WITNESSETH**

**1. DESCRIPTION AND TERMS:** That Lessor, in consideration of the rent received herein to be paid by said Tenant (s) and of the other covenants, agreements, and conditions hereinafter contained to be kept, performed, and observed by said Tenant, does hereby let and lease unto said tenant the premises known as 3438 1st Ave S Unit 1 Minneapolis, MN 55408 to be used and occupied by said Tenant as a residence, and for no other purpose, for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. In event possession cannot be obtained by Tenant on the date provided for in this lease for any cause or reason, and then the Lessor shall not be liable in damages to tenant. Under such circumstances, no rent shall be charged until possession can be obtained. The lease will automatically transfer into a **MONTH TO MONTH** lease unless **WRITTEN** notice of at least **SIXTY (60) days** is received prior to the expiration of the initial lease.

Management or Tenant may terminate the month to month tenancy by giving **WRITTEN** notice of at least **SIXTY (60) days** prior to the intended termination date, If Tenant remains in possession without the Manager's consent after the expiration of the term of the lease or its termination, Management may bring Action for its Possession.

**2. RENT:** That Tenant, in consideration of the use of the demised premises and of the covenants and agreements made herein by Lessor, leases said premises and does hereby promise to pay Trikin Properties, authorized agent of Lessor, as a rental the total sum of \$\_\_\_\_\_ monthly in lawful money of the United States. Rent is due in advance on the 1 day of each and every month, at \$\_\_\_\_\_ per month, beginning on \_\_\_\_\_. If rent is paid after the 5<sup>th</sup> day of the month, there will be a late charge of assessed of \_\_\_\_\_.

**RETURNED CHECK CHARGE:** Any rent payment returned to Agent by bank for insufficient funds or other like reason will incur an additional charge of \$30.00. If Tenant (s) presents more than one check which is returned unpaid, all subsequent payments be made by cash, certified check, or money order.

**FAILURE TO MAKE PAYMENT:** Upon failure by the Tenant to make any payment of rent when it is due, or if the Tenant shall breach any other covenant (s), agreement (s), or condition (s) herein contained, the Landlord shall have the right to begin legal proceedings through Magistrate's Court and to take appropriate legal steps to collect all sums due from Tenant (s). If the premises are abandoned, deserted, or vacated, the lessor or his agents may re-enter and repossess the said premises. The Tenant shall be liable to said Lessor for all losses sustained, costs and expenses incurred, including, but not limited to legal fees, resulting from Tenant (s) breach of this agreement and legal actions instituted as a result therefrom. Landlord shall also have all other legal rights and remedies otherwise available to it.

**3. DEPOSITS:** A Security Deposit of \$\_\_\_\_\_ will be required upon move-in.

SECURITY DEPOSIT - The security deposit collected from the Tenant shall be refunded to the Tenant within 21 days after the premises have been vacated, providing upon inspection the premises are found to be in as good condition as they were at the beginning of the lease, normal wear and tear excepted, and provided the covenants, agreements, and conditions on the part of Tenant have been complied with entirely.

**4. CONDITIONS OF PREMISES:** Tenant accepts the premises and appliances in their present condition. Failure to return completed move-in inspection form noting pre-existing conditions precludes the Tenant from claiming any defect in the premises existed upon Tenant's initial occupancy:

**5. IT IS EXPECTED THE TENANT WILL PRACTICE GOOD HOUSEKEEPING:** Tenant agrees to maintain the premises in a good, clean condition, excepting reasonable wear and tear, and make no alterations or additions thereon without the written consent of Trikin Properties. It is expressly understood the Tenant will maintain at Tenant (s) expense the following items:

- To keep sinks, lavatories, and commodes open; provided they are open when the premises are accepted. (Notice of any malfunction must be reported within 5 days of occupancy. Landlord will pay to remove roots from sewer lines.)
- To replace all broken glass.  
To repair any damage to interior or exterior walls; electrical or plumbing fixtures, screens, doors and other furnishings.
- To keep the grounds free from unsightly objects and debris.
- To keep heating and air conditioning filter changed monthly.
- To repay Lessor for the cost of all repairs made necessary by negligent or careless use of said premises.
- To be responsible for pest control (except Termite protection)
- To be responsible for service charge if no repair is necessary from tenant reported problem.

**6. THE TENANT AGREES TO PROMPTLY REPORT TO Trikin Properties ANY REPAIRS WHICH NEED TO BE MADE TO THE PROPERTY. NO TENANT INCURRED EXPENSE SHALL BE DEDUCTED FROM THE MONTHLY RENT UNDER ANY CIRCUMSTANCES WHATSOEVER.** Neither Lessor or Agent accepts responsibility for injury or damages resulting from unreported deficiencies.

**7. RIGHT OF REENTRY:** Tenant (s) agrees to permit the Lessor or his agents to enter the premises at reasonable hours for the purpose of making inspections and repairs, after first notifying the tenant. The Tenant also agrees to permit the Lessor or his agents to enter these premises in case of fire, storm, or need for emergency repair.

**8. ASSIGNMENT OR SUBLETTING:** The Tenant further covenants that he will NOT allow anyone the share said premises, keep roomers or boarders, no assign, sublet, or transfer said premises or any part thereof without the Lessor's written consent.

**9. CLEANING PREMISES UPON VACATING:** Upon vacating premises, Tenant promises:

- To pay all rent due in full,
- To thoroughly clean the residence and remove all trash and other debris from the premises.
- To lock and fasten all doors and windows.
- To return all keys for the premises to Trikin Properties - 2115 E County Rd D Suite C200, Maplewood, MN 55109.

**10. VIOLATING LAWS AND CAUSING DISTURBANCES:** Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**11. NON-LIABILITY OF LANDLORD:** The Tenant covenants that neither the Landlord nor his agent shall be liable for any damages of injury of the Tenant, the Tenant's agents, or employees or to any person entering the premises or building of which the demised premises are a part, or to goods or chattels therein resulting from any defect in the structure or its equipment, or in the structure or equipment of the structure of which the demised premises are a part, and further to indemnify and save the Landlord harmless from all claims of every kind and nature.

12. **COLD WEATHER NOTICE.** According to Minnesota Statutes Section 504B.155, "Except upon the termination of the tenancy, a tenant who, between November 15 and April 15, removes from, abandons, or vacates a building or any part thereof that contains plumbing, water, steam, or other pipes liable to injury from freezing, without first giving to the landlord three days' notice of intention so to remove is guilty of a misdemeanor."

13. **SMOKE DETECTORS:** It is the tenants responsibility to maintain smoke detectors within their unit. Smoke detectors must not be disabled, batteries must be replaced and kept in operable condition.

14. **GUARANTORS:** Any persons signing this Lease, not as a Tenant, but as a Guarantor hereby unconditionally and irrevocably guarantee to the Landlord the payment of all rent, additional rent, damages, fees, costs, and the performance of any and all obligations of the Tenant under this Lease and any extensions, and modifications thereof as well as liability under any holdover provisions. All Guarantors hereby waive notice from the Landlord of any breach by Tenant, extension of the Lease, modification of the Lease, or any change to the rental agreement between the Tenant and Landlord. Guarantors also waive notice of any breach, notice to cure, cure, waiver, notice to quit, forbearance by Landlord, or forgiveness by Landlord between the Tenant and Landlord. Guarantors are liable for all costs, damages, and reasonable attorney's fees incurred by the Landlord in collecting under the Lease as well as collecting against the Guarantors hereunder.

Guarantors may not terminate this guaranty without the express written consent of the Landlord.

15. **ATTORNEY'S FEES AND ENFORCEMENT COSTS:** If Management Company brings any legal action against Tenants and is awarded judgement, Tenants must pay Managements actual Attorney's fees, or other legal fees and expenses including fees paid to a collections agency, serving costs, expenses, and court costs even if rent is paid after the legal action is started.

16. **EVICTON AFTER PARTIAL PAYMENT OF RENT:** It is expressly agreed to between Management Company and Tenants that pursuant to Minn. Stat. 504B.291 Subd.1 that accepting less than total rent due does NOT wave Management's rights to recover possession of the rental premises for nonpayment of rent.

17. **BINDING NATURE OF THIS LEASE:** This lease shall be binding upon the parties, their heirs, representatives, and assigns. IF ANY PART OF THIS LEASE IS NOT FULLY UNDERSTOOD COMPETENT LEGAL ADVICE SHOULD BE SOUGHT.

18. **PETS:** A Pet Addendum  IS  IS NOT attached to this lease. No pets are allowed without a signed pet addendum.

19. **SMOKING:** Smoking is NOT allowed in common areas of an apartment building or leased premises at any time without a signed Smoking Addendum.

20. **APPLIANCES:** The following appliances are supplied and maintained by the Management Company. **PLEASE NOTE:** Any appliances not listed below, if they are on premises are there for the Tenant's benefit. They will not be maintained by the landlord and can be removed at the Tenant's request.

Stove  Refrigerator  Dishwasher  Washer  Dryer  Air Conditioner

21. **PARKING:** Parking is only allowed in designated areas. Parking is allowed:

On-Street  Off-Street  Garage  Other \_\_\_\_\_

There is an additional parking rent of \_\_\_\_\_.

22. **LAWNCARE:** If lawncare is listed as the Tenant's responsibility then Tenant is made aware that it is expected that the lawn is kept in the same condition as move-in including, but not limited to, mowing, shoveling, raking, irrigation and whatever else may be necessary to keep the lawn in the same condition.

Lawncare is provided by  Tenant  Management Company  Other \_\_\_\_\_

23. IT IS RECOMMENDED THAT TENANT (S) SECURE INSURANCE AGAINST PERSONAL LIABILITY INJURY OR LOSS OF PERSONAL BELONGINGS.

Renters insurance is  Required  Recommended

24. **TENANT LAW:** Tenant(s) are made aware that there are resources available for Tenant Rental Law. It is highly recommended that the following resources are used.

In Wisconsin: <http://datcp.wi.gov/uploads/Consumer/pdf/WisconsinWayWEB.pdf>

In Minnesota: <http://www.ag.state.mn.us/Consumer/housing/lt/>

25. **STORING OF POSSESSIONS AFTER LEASE END:** In Wisconsin items will be removed and destroyed immediately after tenancy and will NOT be stored for any amount of time by Management Company. In Minnesota, items will be stored according to Minnesota law.

26. **ADDITIONS:**

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The undersigned Resident(s) acknowledge(s) have read and understood the foregoing, and receipt of a duplicate original.

Owner: \_\_\_\_\_

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_