



This is a legal contract. Please read carefully before signing.

RENTAL AGREEMENT (LEASE)

Date: _____
Page ____ of ____

____ Management's Copy
____ Resident's Copy

The terms of this agreement are as entered below:

RESIDENT (S): *(List all persons who will occupy the unit):* _____

STREET ADDRESS OF UNIT: _____

UNIT NUMBER # _____ STARTING DATE OF RENTAL AGREEMENT (LEASE): _____

DURATION OF LEASE (Check one): ____ MONTH -TO - MONTH or ____ FIXED TERM for _____ MONTHS

ENDING DATE OF RENTAL AGREEMENT (IF FIXED TERM): _____

NOTICE PERIOD REQUIRED: _____ SECURITY DEPOSIT AMOUNT: \$ _____

MONTHLY RENT: \$ _____ DUE ON OR BEFORE THE _____ OF THE MONTH

ADDITIONAL RENT CHARGE: \$ _____ IF PAID AFTER THE _____ OF THE MONTH

UTILITIES PAID BY RESIDENT (S): __ ELECTRIC __ WATER __ GARBAGE __ HEAT/GAS __ OTHER: _____

(The following is required by Minnesota Statutes, Section 504.22)

The Owner of the premises or the Managing agent authorized to accept service of process and receive and give receipts for notices and demands is the following:

NAME OF MANAGEMENT (OWNER): _____

Address of Management (Owner): _____

Office Hours: _____

Phone Number: _____

A Copy of Landlord's and Tenants rights and responsibilities are available from the Minnesota Attorney General's Office.

Additional Agreements (if any): _____

Management (acting as agent for the owner) and Resident(s) agree to the terms of this lease and any attachments that may be part of this agreement.

MANAGEMENT (OWNER/ AGENT) SIGNATURE: _____ DATE: _____

RESIDENT SIGNATURE: _____ DATE: _____

RESIDENT SIGNATURE: _____ DATE: _____

RESIDENT SIGNATURE: _____ DATE: _____

Phone: 218-766-5477
7057 Bittern Rd NE Bemidji, MN 56601
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RESIDENTS PHONE: _____ EMAIL: _____

TERMS OF RENTAL AGREEMENT (LEASE):

1.) Date: _____

2.) Page 2 of _____

1. OCCUPANCY AND USE: No person other than those listed above as Residents may live in the unit without the written approval of the Owner or Management. The unit may be used only for residential purposes.

2. RENT: Resident(s) agree to pay ALL Rent in full on or before the **FIRST DAY OF EVERY MONTH** during the duration of this agreement and any extensions or renewals of this agreement. **RENT MUST BE RECEIVED BEFORE 5:00 p.m. THE FIRST DAY OF THE MONTH WITH NO EXCEPTIONS.** If the first of the month falls on a weekend and/or holiday then rent should be mailed so that it is received by the first.

3. ADDITIONAL RENT AND RETURN CHECK FEE: Resident(s) will pay ADDITIONAL rent and lose all discounts in rent if rent is not received on or before 5:00 P.M. on the first of the month. The additional rent amount is listed in the heading of this agreement. Resident(s) will pay a fee of \$_____ for returned check.

4. WHO IS RESPONSIBLE FOR RENT: Each resident is individually responsible for paying the full amount of rent and any other money owed.

5. RESIDENT (S) PROMISES: 1.) Not to damage or misuse the premises or allow his/her guests to do so; 2.) Not to make any alterations or additions or remove any fixtures or to paint the premises without written consent of Management (Owner); 3.) To keep the unit clean and tidy; 4.) To not use the premises in any way that is unlawful or dangerous; 5.) Not to use or store on or near the premises any flammable or explosive substances; 6.) To promptly replace or repair at their expense all breakage, defacements and damage caused by their acts including but not limited to stoppage of waste pipes or overflow of bathtubs, sinks and/or toilets; 7.) To make minor repairs that are cause by their actions which includes replacing all fuses and light bulbs as necessary; 8.) To keep the yards, hallways and premises free of any debris, and /or material that may become unsightly to the appearance of the building and yard; 9.) To closes all windows and doors to prevent damage from wind, rain and snow from entering the building; 10.) **TO GIVE WRITTEN NOTICE TO MANAGEMENT (OWNER) OF ANY NECESSARY REPAIRS TO BE MADE.**

6. PETS: Residents may not have any animals or pets of any kind on the premises, even temporary, without first obtaining Management’s (Owner’s) written permission. (Does not apply if pet agreement is attached).

7. MANAGEMENT (OWNER) RIGHT TO ENTER: Management (Owner) and its agents may enter the unit at any reasonable time with permission (permission may not be unreasonably withheld) to inspect the unit or make repairs or to show unit to prospective new residents or purchasers.

8. DAMAGE OR INJURY TO RESIDENT (S) OR THEIR PROPERTY: Resident(s) and their guests agree to make no claims against the Owners and Management on account of any loss by fire, water, gas, electrical wires, etc., within said premises. Management recommends that the Resident(s) obtain renter’s insurance to protect themselves against any injuries or damage they may suffer.

9. NOTICE OF DANGEROUS CONDITIONS: Resident(s) agree to promptly notify Management (Owner) of any conditions in unit that are dangerous to health and safety, or which may do damage to the premises or waste utilities.

10. SUBLETTING: Resident(s) will not sublet the unit or any part of it, nor assign this agreement without written consent of the Management (Owner).

Management (Owner or Agent) Initials _____ Resident(s) initials _____

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Terms of Rental Agreement (Lease) Continued:

Date: _____

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11. TERMINATION OF AGREEMENT: If Resident(s) wishes to terminate this agreement at the end of its initial term, Resident(s) must give Management (Owner) written notice of their intent to vacate at least equal to the notice period indicated in the heading of this agreement, prior to the termination date. If no notice is given prior to the termination date of this agreement, and the agreement has not been renewed, this agreement shall convert into the duration of month-to-month under its original terms and conditions, except that rent may now be adjusted.

12. REIMBURSEMENT BY RESIDENT(S): Resident(s) agrees to reimburse Management (Owner) promptly for any loss, property damage, or cost of repairs of service caused by misuse by Resident(s), or their guests. Resident(s) also agree to reimburse Management (owner) for all costs incurred incidental to the misuse or neglect, such as attorneys fee, cost to re-rent, etc.

13. VACATING: Resident(s) agree to give one full notice period as stated in the heading of this agreement on or before the first day of the month. The rent payment in full must accompany this notice.

14. VEHICLES: Resident(s) agree that all vehicles kept on the premises must be both operable and currently licensed. If vehicles do not operate or are unlicensed they will be towed away at the expense of the Resident(s). Resident(s) agree to park vehicles in assigned spaces and to keep the space clean of oil, anti-freeze or other vehicles lubricants that may spill or drip. Resident(s) agree not to park boats, recreational trailers, utility trailers and the like on the premises without obtaining written permission from the Management (Owner). Resident(s) agree not to repair their vehicles or others on the premises if such repairs will take longer than a single day. Resident(s) also agree to take responsibility to where their guest park.

15.DRAINS: As of the date of this agreement, Management (Owner) warrants that the unit's sewage drains are in good working order and that they will accept the normal household waste for which they are designed. They will not accept such things as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or newspapers. Resident(s) agree to pay for all clearing of all drains of any and all stoppages except those which a plumber who is called to clear the stoppage will attest in written were caused by defective plumbing, tree roots, or acts beyond the control of the resident(s).

18.TRASH AND EXCESS TRASH: Residents agree that all garbage must be enclosed or wrapped in paper before disposal. Resident(s) agree to pay for any extra charges incurred by the Management (Owner) for the removal of such items as: tires, broken appliances, damage furniture, Christmas trees, and any other items that will cause an extra charge for removal.

19. LOCKS AND LOCKOUTS: Resident(s) agree that they will not change locks on any door without first obtaining written permission from the Management (Owner). Should resident(s) lock themselves out of their unit and unable to gain access through their own resources, they may call a locksmith to let them in. Resident(s) are responsible for all charges and damages involved.

20. PEACE AND QUIET: Resident(s) agree not to conduct themselves in a loud, unruly or thoughtless manner so as to disturb the rights of the other residents to peace and quiet, or to allow their guest to do so. Residents agree not to play music, TV, stereo equipment or any other noise device loud enough to be heard by other Residents.

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Management (Owner or Agent) initials _____ Resident(s) initials _____

Date: _____

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21. RULES AND REGULATIONS: Management (Owner) may adopt rules and regulations that shall be attached to this agreement and incorporated into it. Management (Owner) may make reasonable changes in these rules at any time by giving Resident(s) written notice. No oral agreements may be made.

22. EVICTION: If Resident(s) violates any of the terms of this agreement, Resident will be evicted immediately and without prior notice. If Resident(s) is evicted but does not move out voluntarily, Management (Owner) may bring an eviction action. If resident(s) violates a term of this agreement but Management (Owner) does not sue or evict Resident(s), Management (Owner) may still sue or evict Resident(s) for any other violation of any term of this agreement. Under state law, a lawful seizure from any apartment of any illegal object or substance, including drugs, totaling at least \$1,000 constitutes unlawful possession of the apartment by the Resident(s). Management (Owner) is required by state law to start or authorize an eviction action against Resident(s) within 15 days of notice of seizure.

23. NON-WAIVER: Should either Management (Owner) or Resident(s) waive their right to enforce any breach of this agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Management (Owner) may know when accepting rent that resident(s) are violating one or more of this agreement's conditions, Management (Owner) are in no way waiving their rights to enforce the breach.

24. CONFORM TO STATE LAWS: This agreement shall conform to all state laws and shall be enforceable under the laws of the State of Minnesota. If any item in this agreement is found to be contrary to any law that item shall become null and void, and it shall not affect the validity of any other item in this agreement.

25. ENTIRE AGREEMENT: As written, this agreement constitutes the entire agreement between Resident(s) and the Management (Owner). They have made no further promises of any kind to one another, nor have they reached any other understandings, either verbal or written.

26. SECURITY DEPOSIT: The security deposit listed in the heading of this agreement will be returned to the Resident(s) if all of the following conditions are met: 1.) Proper notice to vacate the premises was given to the management (Owner) as state in this agreement; 2.) No damage to property except normal wear and tear; 3.) Entire property including range, bathrooms, closets, sinks, cabinets, and refrigerator are cleaned prior to vacating and in good working order; 4.) No unpaid late charges or delinquent rents; 5.) All keys returned; 6.) All debris, rubbish and discard are placed in proper disposal containers; 7.) Forwarding address left with Management (Owner); 8.) In compliance with the terms of this agreement, Resident(s) also agree that the security deposit may not be applied as part of last month's rent and understand that the security deposit will not be returned until the premises have been vacated and inspected by Management (Owner) or their agents.

27. SMOKE DETECTORS: Resident(s) agrees to check smoke detectors on a monthly basis or more and to replace batteries if needed. Resident(s) also agree to notify Management (Owner) immediately if smoke detector needs replacement.

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28. SCREENS, STORMS AND WINDOWS: Resident(s) agree that they are responsible for damage to all screens, storms and windows and shall make repairs if damaged by their actions or their guest actions at the cost of the Resident(s).

29. RESIDENT(S) WITH CHILDREN: Resident(s) with children agree not to let child run or play in laundry area, furnace and utility room or on the roof.

ADDITIONAL AGREEMENTS ATTACHED:(check one or more if attached)

LEAD-BASED PAINT DISCLOSURE PET AGREEMENT LANDSCAPING AGREEMENT

OTHER AGREEMENTS: _____

Management (Owner or Agent) initials _____ Resident(s) Initials _____

Landscape Agreement

1.) Date: _____

2.) Page _____ of _____

The following addendum is attach to and made part of the agreement between _____ and _____:

LANDSCAPING AGREEMENT: Resident(s) agree to maintain the existing landscaping by watering, weeding, mowing and shaping as necessary. Resident(s) also agree to be responsible for snow removal. (This will be done by Management(Owner) if Resident(s) neglects to do so, at a cost of \$_____ per time, payable by Resident(s) in the following months rent).

MANAGEMENT (OWNER)	DATE	RESIDENT(S)	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____