



# RESIDENTIAL RENTAL AGREEMENT

**1. IDENTIFICATION OF PARTIES AND PREMISES** This Rental Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the following named persons:

(herein called “Tenants”) and ShipRock Management (herein called “Landlord”). Subject to the terms and conditions set forth in this Rental Agreement, Landlord rents to Tenants, and Tenants rent from Landlord, the premises located at:

Address:

Apt:

City:

State:

Zip:

(herein called “the premises”). The premises shall be occupied only by the above mentioned Tenants. Tenants shall use the premises for residential purposes only and for no other purpose without Landlord’s prior written consent. Occupancy by guests for more than three days in any six-month period is prohibited without Landlord’s written consent and shall be considered a breach of this Rental Agreement.

**2. INDIVIDUAL LIABILITY** Each Tenant who signs this Rental Agreement, whether or not said person is or remains in possession, shall be jointly and severally liable for the full performance of each and every obligation of this Rental Agreement, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the premises regardless of whether such damages were caused by a Tenant or invitee of a Tenant.

**3. TERM OF THE TENANCY** The term of this Rental Agreement shall commence on:

\_\_\_\_\_, and shall continue from that date:

a) on a month-to-month basis. This Rental Agreement will continue for successive terms of one month each until either Landlord or Tenants terminate the tenancy by giving the proper two full calendar months written notice, as defined in this Rental Agreement, of an intention to terminate the premises. In the event such notice is given, Tenants agree to pay all rent up to and including the notice period. If Tenant gives less than a two full calendar months written notice to move, or is evicted due to Rental Agreement violations, Tenant must still pay the full monthly rent until: (a) the rental unit is re-rented, or (b) the date this Rental Agreement ends.

b) for a period of \_\_\_\_\_ months expiring on \_\_\_\_\_. Should Tenants vacate before the expiration of the term, Tenants shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement Tenant by reasonably attempting to re-rent. Tenants who vacate before expiration of the term are also responsible for Landlord’s costs of advertising for a replacement Tenant. If a new rental agreement is not in place, and neither party has given proper notice, the rental agreement will continue on a month to month basis (see paragraph a) and all other terms of this agreement will remain in force including the two full month calendar month notice.

**4. TWO FULL CALENDER MONTH NOTICE** Two full calendar months notice is a period defined as starting on the first day of the calendar month and expiring on the final day of the following calendar month. In the event that proper written notice is given any time on or after the 2<sup>nd</sup> day of the first calendar month, the notice period will commence on the first day of the following month and conclude on final day of the calendar month after that. Unless, otherwise agreed upon by Landlord this Rental Agreement can only end on the final day of a calendar month.

*Example: If Tenant gives proper written notice to Landlord on April 15<sup>th</sup>, the notice period would begin on May 1<sup>st</sup> and end on June 30<sup>th</sup>. If the Tenant gives proper written notice to Landlord on May 1<sup>st</sup>, the notice period would begin on May 1<sup>st</sup> and end on June 30<sup>th</sup>.*

**5. SHOWINGS** Tenants agree to allow the management company to show the property. Tenants also agree to keep the house in "clean" condition for showings. Although the management company will try their hardest to give a full 24 hour's notice, the tenants further agree to be flexible in working with the management company to schedule showings.

**6. LEASE END TIME** Tenants agree to have all personal belongings out of the unit and have all keys returned to Landlord by no later than 11:59am on the final day of the lease period. Tenants not returning keys at the end of the lease period will be liable for the cost of changing the locks. In the event that one or more of the tenants has not vacated the premises at the time of lease end, a hold over fee of \$100 per tenant per day will be charged.

**7. PAYMENT OF RENT** Tenants shall pay Landlord rent of \$ \_\_\_\_\_ per month, payable in advance on the first day of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. Rent shall be paid by personal check, money order, or automatic transfer or cashier's check only, to \_\_\_\_\_ at:

ShipRock Management  
128 W. 1<sup>st</sup> St.  
Duluth, MN 55802

**8. LATE CHARGES AND RETURNED CHECKS** If rent is paid after 11:59 pm on the fourth day of the month, there will be a late charge of \$25.00 assessed. If rent is paid after 11:59 pm on the 9<sup>th</sup> day of the month the late fee will increase to \$50.00. In the case where unrelated tenants are joint parties on one lease, each tenant is viewed as an independent party as it relates to this paragraph only. Therefore, each tenant can and will be charged an individual and separate late fee. The late fee will not to exceed 8% of each tenant's portion of rent.

*Example: If all of the Tenants in a five bedroom house pay their rent on time except for one Tenant who paid their rent on the 10<sup>th</sup> day, that individual who paid late would be assessed a \$50.00 late fee.*

If any check given by Tenants to Landlord for the payment of rent or for any other sum due under this Rental Agreement is returned for insufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge of \$30.00 plus late fees as stated in paragraph eight.

**9. FAILURE TO PAY** As required by law, Tenants are hereby notified that a negative credit report reflecting on Tenants' credit history may be submitted to a credit reporting agency if Tenants fail to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Rental Agreement.

Tenant acknowledges that the receipt and acceptance by Landlord of partial rent payments from Tenant, defined as any amount less than the full amount due and owing under the terms the Rental Agreement between the parties, does NOT constitute a waiver of Landlord's right to proceed against Tenant for breach of said Rental Agreement, including, but not limited to, the right to proceed with eviction proceedings and to obtain a money judgment against Tenant for the remaining rents owed as allowed under the terms of the Rental Agreement.

**10. RE-RENT** If the rental unit is vacated prematurely and must be re-rented for less than the rent due under this Rental Agreement, Tenant will be responsible for the difference until the date this Rental Agreement ends.

**11. SECURITY DEPOSIT** Before the commencement of this Rental Agreement, Tenants shall pay Landlord \$ \_\_\_\_\_ as a security deposit. Landlord may use there from such amounts as are reasonably necessary to remedy Tenants' default in the payment of rent or incurred fees, unpaid utility bills, repair damages to the premises exclusive of ordinary wear and tear, and to clean the premises if necessary. Landlord shall refund Tenants the balance of the security deposit after such deductions within twenty-one (21) days after the expiration of this Rental Agreement. If deductions have been made, Landlord shall provide Tenants with an itemized account of each deduction including the reasons for and the dollar amount of each deduction. If the total amount deducted from the security deposit exceeds the amount of the original security deposit, the balance owing will be billed to the Tenant.

**\*\*SECURITY DEPOSIT RETURN\*\*** The security deposit will be returned to the Tenant within twenty-one (21) days after the completion of the Rental Agreement. For a full security deposit return, premise must be left as it was found. Absolutely all items (including all garbage) must be removed from property; premise must be thoroughly clean, with no damage, and a zero balance.

**12. VACATE** If the Tenant vacates the rental unit before the expiration of the Rental Agreement without Landlords written permission, or if the Tenant fails to occupy the rental unit after the Tenant has received notice that it is available, Landlord may charge the Tenant for all of the rent due under this Rental Agreement.

**13. UTILITIES** Tenants shall pay directly for all utilities, services and charges provided to the premises, including any and all deposits required. All utilities which tenants are responsible for must be placed in tenants name before receiving property keys. In the event Tenants fail to make this transfer Tenants will be charged \$100.00 fee. Utilities not specifically listed below will be the responsibility of the Tenant.

- a. Tenant pays:
- b. Landlord pays:

**14. UTILITY CONSUMPTION** Tenants are responsible for notifying Landlord of any fixtures not properly working. Tenants further acknowledge that Landlord will not reimburse tenants for increased consumption in utility usage due to unreported malfunctioning fixtures. For example, if tenant fails to report a toilet that is running, Landlord will not reimburse tenants for additional water or sewer charges. Furthermore, Landlord is not liable to reimburse tenant for any non-used heating oil or propane.

**15. OUTAGE** Landlord shall not be liable to Tenant for the loss of heat, electricity, water or use of any facilities including parking areas, of the leased property if said loss is due to any reason beyond control of the Landlord.

**16. EXCESS GARBAGE** If a trash receptacle is provided by the Landlord it is to be used for household garbage only. **Tenant agrees to reimburse Landlord for any charges for excess garbage, electronics, and or large items that require additional charges.**

**17. PETS** Pets are NOT allowed at this property without the express written consent of ShipRock Management.

In the event pets are allowed, prior to bringing a pet into the property, both parties must complete a Pet Addendum. Please note there may be breed, age and size restrictions. In addition to signing the Pet Addendum, pet rent and/or a pet deposit may be charged. If an unauthorized pet is found on the premises a one-time \$250 fine will be imposed. In addition to the fine Management reserves the right to ask for the pet's removal. If the unauthorized pet is allowed to stay; in addition to the \$250 fine, pet rent and /or a pet deposit will be required. No animal, bird or other pet shall be brought on or kept on the premises without Landlord's prior written consent, except for the following:

- a. None.
- b.

**18. QUIET ENJOYMENT** Tenants shall be entitled to quiet enjoyment of the premises. Tenants shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other or nearby resident. There shall be no criminal activity and no nuisance event letters from the police. In the event a non-emergency police or nuisance calls are received, Management may issue a \$50 fine per person for the first occurrence plus any and all fines issued by the city. Tenants will be charged \$100 per person for a second occurrence in addition to fines by the city. Tenants also acknowledge these calls may result in a termination of the Rental Agreement and an eviction.

**19. ASSIGNMENT AND SUBLETTING** No portion of the premises shall be sublet nor this Rental Agreement assigned without the prior written consent of the Landlord. Any attempted subletting or assignment by Tenants shall, at the election of Landlord, be an irremediable breach of this Rental Agreement and cause for immediate termination as provided here and by law. In the event a sublet or assignment is permitted by the Landlord, there will be an \$150 fee for each sublease or assignment charged to the original Tenant that requires the sublease. In addition, any person adding onto the rental agreement must be approved by all parties involved.

**20. OCCUPANTS** The names of all residents of leased premises must appear on this Rental Agreement. Landlord must be notified and approval must be obtained for persons staying for more than three (3) consecutive days or for stays which may constitute residency.

**21. POSSESSION OF THE PREMISES** The failure of Tenants to take possession of the premises shall not relieve them of their obligation to pay rent. If Landlord is unable to deliver possession of the premises for any reason not within Landlord's control, Landlord shall not be liable for any damage caused thereby, nor will this Rental Agreement be void or voidable, If Landlord is unable to deliver possession within 10 calendar days after the agreed commencement date, Tenants may terminate this Rental Agreement by giving written notice to Landlord, and shall receive a refund of all rent and security deposits paid.

**22. CONDITION OF THE PREMISES** Tenants agree to:

- (i) properly use, operate and safeguard the premises and all furniture and furnishings, appliances and fixtures within the premises,
- (ii) at Tenants expense, keep and maintain the leased premises and appurtenances in good, clean and sanitary condition and repair, during the term of this Rental Agreement and any renewal thereof, and upon termination of the tenancy, to surrender the premises to Landlord in the same condition as when Tenants first took occupancy, except for ordinary wear and tear,
- (iii) irrigate and maintain the surrounding grounds in a clean and safe manner, keeping the grounds clear of rubbish and weeds, trimming all grass and shrubbery and removing all snow and ice from walkways and stairs as necessary to effect a safe, neat and orderly appearance to the property. If said property is a multiple unit dwelling (two or more units) all of the buildings Tenants accept the joint responsibility and liability of snow removal, lawn care, irrigation and weed and rubbish removal from the property. In the event the Landlord helps out from time to time with any of these tasks it still remains the Tenants responsibility;
- (iv) notify Landlord in writing upon discovery of any damages, defects or dangerous conditions in and about the premises; and
- (v) reimburse Landlord for the cost of any repairs to the premises of damages caused by misuse or negligence of Tenants or their guests or invitees.
- (vi) Tenants agree that the rental amount reflects consideration being given for any and all improvements, maintenance and on-going care of the property.

Tenants acknowledge that they have examined the entire interior and exterior of the premises, including plumbing, heating and electrical appliances, smoke detector(s), fixtures, carpets, drapes and paint, and have found them to be in good, safe and clean condition and repair, with the following exceptions: (Specify "none" if there are no exceptions)

***By initialing this page and signing this Rental Agreement, Tenants acknowledge receipt of a move-in inspection form and further agree to return the move-in inspection addendum within seven days of the move-in date. If for any reason the move-in inspection is not completed, or not returned within the appropriate amount of time, the Tenants assume all responsibility for all damage that Landlord documents or finds.***

**23. REPAIRS, ALTERATIONS AND DAMAGES** Except as provided by law or as authorized by the prior written consent of Landlord, Tenants shall not make any repairs or alterations to the premises, including but not limited to, painting the walls, installing wallpaper, murals, paneling, tile, or hanging posters or pictures weighing in excess of twenty pounds.

If the premises are damaged or destroyed as to render them uninhabitable, then either Landlord or Tenants shall have the right to terminate this Rental Agreement as of the date on which such damage occurs, through written notice to the other party to be given within fifteen days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord only shall have the right to termination and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

**24. HOLD HARMLESS** Tenants expressly release Landlord, Landlord's agents, and all employees of Landlord from any and all liability for any damages or injury to Tenants, or any other person, or to any property, occurring on the premises unless such damage is the direct result of the negligence or unlawful act of Landlord or Landlord's agents or Landlord's employees. Tenant agrees that Landlord is not responsible for actions, injury, harm or damages caused by third parties (i.e. guests trespassers, or other residents) not directly under the control of Landlord. Tenant further agrees to not make any claim against Landlord for loss or injury or damage sustained by or from insects, pests, fire, water, deluge, overflow, sewer back-up, or from malfunction or breakdown of appliances in the leased premises. Tenant additionally agrees to not make any claim for any loss of any articles by theft or from any other cause.

**25. INSURANCE DISCLAIMERS** Tenants assume full responsibility for all personal property placed, stored or located on or about the premises. Tenants' personal property is not insured by Landlord. Landlord recommends that Tenants obtain insurance to protect against risk of loss from harm to Tenants' personal property. Landlord shall not be responsible for any harm to Tenants' property resulting from fire, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond Landlord's control.

**26. WATER DAMAGE** Tenants are responsible for any damage caused by overflowing fixtures due to Tenants negligence or misuse.

**27. EMERGENCY ENTRY AND INSPECTION** Tenants shall make the premises available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or Tenants, or in case of emergency, or for semi-annual property inspections. Except in case of emergency, Landlord shall give Tenants reasonable notice of intent to enter. For these purposes, twenty-four (24) hour verbal or written notice shall be deemed reasonable, and reasonable hours shall be defined as 9:00am to 7:00pm Monday through Sunday. In order to facilitate Landlord's right of access, Tenants shall not, without Landlord's prior written consent, add, alter or re-key any locks to the premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenants further agree to notify Landlord in writing if Tenants install any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

**28. EXTENDED ABSENCES AND ABANDONMENT** In the event Tenants will be away from the premises for more than four consecutive days, Tenants agree to notify Landlord in writing of the absence. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

Abandonment is defined as absence of the Tenants from the premises, for at least 10 consecutive days without notice to Landlord, If the rent is outstanding and unpaid for fourteen (14) days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenants are occupying the unit, Landlord may at Landlord's option terminate this Rental Agreement and regain possession in the manner prescribed by law.

**29. SMOKE DETECTOR** Tenant acknowledges that the Landlord has provided working smoke detectors and that it is the Tenant's responsibility to check it monthly and at Tenants expense, change the battery, or if hard wired, report any problems in its function. Further, Tenant acknowledges that any unauthorized person who tampers with a smoke alarm is guilty of a violation of the local governing entities uniform fire code and may be subject to a fine. The same holds true if a carbon monoxide detector is installed in the premises.

**30. SMOKING** By signing this agreement, Tenants agree that they will not smoke in the building, including common areas such as hallways and laundry rooms. The property must be kept free of cigarette butts.

**31. GRILLS / FIRES** Tenant agrees to comply with any and all applicable local governing rules and regulations relating to outdoor grills and fires. Specifically, tenant acknowledges that in any structure containing three or more dwelling units, no person shall kindle, maintain, or cause any fire or open flame on any balcony above ground level, or on any ground floor patio within 15 feet of a structure.

**32. KEYS/LOCKS** Tenant is not allowed to change the entry door(s) lock to their apartment or bedroom. If Tenant desires additional security (e.g., a door chain) installed on the inside of their unit, they must request same from Landlord and pay for materials and labor to install it. At no time is a Tenant allowed to place any door latching hardware on their door(s) that involves screwing hardware into the door frame. If a tenant is locked-out of the property there is a \$25.00 service charge for access to the apartment or home. After hours lockouts are charged at the maintenance staff's on-call rate.

Sets of Keys Received by Tenant

**33. LEGAL BEDROOM** Tenants agree to only use legal bedrooms as sleeping quarters. In the event that a Tenant does use a non-conforming room as a bedroom without the Landlord's knowledge, Tenant accepts full responsibility for all of the personal property within that room, and releases Landlord from any liability whatsoever for the person(s) occupying the non-conforming bedroom. Sleeping in a non-conforming bedroom is not only illegal, but is a fire hazard and very dangerous.

**34. CLEANLINESS** Tenant agrees that the condition of the leased premises shall be kept clean and orderly throughout the period of showing for re-renting. If first request to keep the leased premises presentable is disregarded, a professional cleaner will be hired and cost charged back to Tenant. Tenant will arrange activities so that leased premises is available to show during the day and early evening.

**35. ABANDONED PROPERTY** If Tenant shall abandon, surrender or vacate the leased premises during the term of the Rental Agreement, or be disposed by process of law, or otherwise, or after termination of this Rental Agreement (11:59 AM the last day of the Rental Agreement) any personal property belonging to the Tenant and left anywhere on, or within leased premises or associated property shall be deemed to be abandoned at the option of the Landlord and disposed by them.

**36. LAW** Tenant agrees that violating any law is a Rental Agreement violation and that Tenant immediately loses the right to the premises upon the issuance of a citation by policing authority. Furthermore, Tenant agrees to immediately terminate the Rental Agreement at Landlord's option, and vacate the leased premises after being cited by policing authority.. Tenant specifically understands that the following activities will not be allowed on the premises: fighting, either within the leased premises or on/about the grounds; making, selling, possessing, purchasing or allowing illegal drugs or their use; illegally using or possessing firearms or any other dangerous weapons; or allowing prostitution or related activities; any of the previously mentioned activities whether caused by Tenant, invited guest, or uninvited guest is a violation of this Rental Agreement.

**37. FORWARDING ADDRESS** Tenant agrees, upon vacating the leased premises, to provide Landlord with their forwarding address. Should Tenant fail to do so, Tenant agrees to absolve Landlord of all responsibility to meet the local governing bodies time lines for the return of deposits and the provision of an annual certificate of rent paid (CRP), if applicable.

**38 LATE RENT EVICTION** Landlord reserves the right to initiate an eviction at any time the rent is past due. Rent is DUE on the FIRST day of the month and PAST DUE on the SECOND day of the month.

**39. LEAD BASED PAINT DISCLOSURE** By initialing, Tenant acknowledges receipt of disclosure of information on lead based paint and lead-based paint hazards. Landlord has no reports or knowledge of lead-based paint on the premises. Tenants initial here:

INT:

**40. LIQUID-FILLED FURNITURE** Tenant shall not use or have any liquid-filled furniture on the premises without Landlord's prior written consent; including but not limited to aquariums larger than ten gallons and water beds of any size.

**41. TRUST ACCOUNT WAIVER** All monies collected by Landlord from any Tenant or Tenant representative will NOT be held in a trust account. They will be held in an account as selected by the Landlord. Monies collected would normally include, but are not limited to: security deposit, rent, application fees, late fees, NSF fees, damage fees and/or any banking fees. Moreover, you are agreeing that your security deposit will not be held in a Minnesota Department of Commerce chapter 82 approved trust account.

**42. ATTORNEYS/COLLECTION FEES** In the event of any litigation arising from or related to this Rental Agreement, or the services provided under this Rental Agreement, Landlord, should it prevail, shall be entitled to recover from Tenant all reasonable costs incurred including, but not limited to, staff time, court costs, attorney's fees and all other related expenses incurred in such litigation.

Landlord reserves the right to send outstanding balances to a collection agency. If monies received from collection agency are charged a collection fee Tenant will be responsible for those fees.

**43. ADDITIONAL PROVISIONS** (Specify “NONE” if there are no additional provisions)

**44. VOIDABLE CLAUSE** If any of the included clauses/paragraphs is found to be void or voidable because of local governing laws, only the specific clause/paragraph is void. The Rental Agreement as a whole is not considered void or voidable and every other clause and paragraph is still fully intact and enforceable. It is not the Landlords intention to supersede any local governing laws.

**45. ENTIRE AGREEMENT** This document constitutes the entire Rental Agreement between the Tenants and Landlord. This Rental Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenants have made any promises or representations, other than those set forth in this Rental Agreement and those implied by law. The failure of Tenants or their guests or invitees to comply with any term of this Rental Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law. **NO ORAL AGREEMENTS HAVE BEEN MADE.**

**46. BREACH OF CONTRACT** If Tenants fail to comply with any portion of this Rental Agreement, Tenants immediately forfeit entire security deposit, and Landlords do possess the right to terminate this Rental Agreement immediately.

**47. ATTACHMENTS** Any attachments to this Rental Agreement are a part of this Rental Agreement. If a term of any attachment conflicts with any term of this Rental Agreement, the attachment will be controlling as to the portion which it specifically applies. Any building rules that now stand or come forward from Landlord are considered attachments to this Rental Agreement. Landlord reserves the right to make rule additions and changes as situations dictate, but will provide written notice to Tenant.

**Specific Included Attachments:**

Crime Free Lease Addendum

Pet Addendum

Co-Signer Addendum (s)

Move-In Inspection

Partial Lease Renewal

Contact Person Addendum

Landlord

Date

Tenant 1

Date

Tenant 2

Date

Tenant 3

Date

Tenant 4

Date

Tenant 5

Date

Tenant 6

Date