

Minnesota Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Minnesota Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}. Per Minn. Stat. § 504B.118, if Tenant makes a cash payment, Landlord shall provide a written receipt to Tenant as follows:
 - A. immediately if Tenant makes the cash payment in person; or
 - B. within three business days if Tenant does not make the cash payment in person.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late_Fee}. **Per Minn. Stat. § 504B.177, the late fee may not exceed 8% of the amount past due.** If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of

[\\${ProratedRent}](#).

8. **SECURITY DEPOSIT.** Security deposits in Minnesota are governed by Minn. Stat. § 504B.178.
 - A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. Per Minn. Stat. § 504B.175, the security deposit includes any prelease deposit.
 - B. **Allowable Charges.** Landlord may withhold from the deposit only amounts reasonably necessary:
 - i. to remedy Tenant defaults in the payment of rent or of other funds due to Landlord pursuant to this Agreement; or
 - ii. to restore the Premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

In any action concerning the deposit, the burden of proving, by a fair preponderance of the evidence, the reason for withholding all or any portion of the deposit shall be on Landlord.
 - C. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Within **three weeks** after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall return Tenant's security deposit with an itemized security deposit settlement statement listing any deductions, along with any applicable interest as provided below. Landlord may place the deposit or written statement required by this subsection in the United States mail as first class mail, postage prepaid, in an envelope with a proper return address, correctly addressed according to the mailing address or delivery instructions furnished by Tenant, within the time required by this subsection.
 - D. **Interest.** Interest shall be due to Tenant at the rate of 1% per annum, computed from the first day of the next month following the full payment of the security deposit. Any interest amount less than \$1 shall be excluded.
 - E. **Penalty.** If Landlord fails to provide a written statement within three weeks of termination of the tenancy, Landlord shall be liable to Tenant for damages in an amount equal to the portion of the deposit withheld by Landlord and interest thereon, as a penalty, in addition to the portion of the deposit wrongfully withheld by Landlord and interest thereon. The bad faith retention by Landlord of a deposit, the interest thereon, or any portion thereof, in violation of this section shall subject Landlord to punitive damages not to exceed \$500 for each deposit, in addition to the damages provided.
9. **KEYS.** Landlord shall provide Tenant with [{HouseKeys}](#) house key(s), [{MailboxKeys}](#) mailbox key(s), and [{GarageOpeners}](#) garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.

10. UTILITIES.

- A. **Responsibilities.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
- B. **Single-meter Utility Billing.** If the Premises is a single-metered residential building and Landlord bills for utility charges separate from the rent, Landlord must:
- i. provide Tenant notice of the total utility cost for the building for each month of the most recent calendar year;
 - ii. predetermine and put in writing for all leases an equitable method of apportionment and the frequency of billing by Landlord;
 - iii. include in the lease a provision that, upon Tenant's request, Landlord must provide a copy of the actual utility bill for the building along with each apportioned utility bill. Upon Tenant's request, Landlord must also provide past copies of actual utility bills for any period of the tenancy for which Tenant received an apportioned utility bill. Past copies of utility bills must be provided for the preceding two years or from the time Landlord acquired the building, whichever is most recent; and
 - iv. if Landlord and Tenant agree, provide Tenant with a lease term of one year or more the option to pay those bills under an annualized budget plan providing for level monthly payments based on a good faith estimate of the annual bill.

By September 30 of each year, Landlord of a single-metered residential building who bills for gas and electric utility charges separate from rent must inform Tenant in writing of the possible availability of energy assistance from the Low Income Home Energy Assistance Program. The information must contain the toll-free telephone number of the administering agency.

- C. **Unlawful Termination of Utilities.** Per Minn. Stat. § 504B.221, if Landlord, an agent, or other person acting under Landlord's direction or control, interrupts or causes the interruption of electricity, heat, gas, or water services to Tenant, Tenant may recover from Landlord treble damages or \$500, whichever is greater, and reasonable attorneys' fees. It is a defense to any action brought under this subsection that the interruption was the result of the deliberate or negligent act or omission of Tenant or anyone acting under the direction or control of Tenant. Tenant may recover only actual damages under this subsection if:
- i. Tenant has not given Landlord, an agent, or other person acting under Landlord's direction or control, notice of the

interruption; or

- ii. Landlord, an agent, or other person acting under the Landlord's direction or control, after receiving notice of the interruption from Tenant and within a reasonable period of time after the interruption, taking into account the nature of the service interrupted and the effect of the interrupted service on the health, welfare, and safety of tenants, has reinstated or made a good faith effort to reinstate the service or has taken other remedial action; or
- iii. the interruption was for the purpose of repairing or correcting faulty or defective equipment or protecting the health and safety of the occupants of the Premises involved and the service was reinstated or a good faith effort was made to reinstate the service or other remedial action was taken by Landlord, an agent, or other person acting under Landlord's direction or control within a reasonable period of time, taking into account the nature of the defect, the nature of the service interrupted, and the effect of the interrupted service on the health, welfare, and safety of the tenants.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.

12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. Per Minn. Stat. § 504B.113, Landlord may require Tenant to provide supporting documentation for each service or support animal for which Tenant requests a reasonable accommodation under any provision of law. Except for service animals, if at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.

13. **NOTICE TO QUIT AND HOLDOVER.**

A. **Tenant's Notice.** At least **one month** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

B. **Month-to-Month Tenancies.**

i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **one month's** written notice to Tenant.

ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **one month's** written notice to Landlord.

C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord a sum not to exceed **double the monthly rental amount of \${MonthlyRent}** under this Agreement, computed and prorated on a daily basis, for each day Tenant remains in possession. In addition, the holdover tenant shall be responsible for

any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **one month** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis during the delay. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.
17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** Per Minn. Stat. § 504B.161, Landlord covenants:
 - i. that the Premises and all common areas are fit for the use intended by the parties;
 - ii. to keep the Premises in reasonable repair during the term of this Agreement, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of Tenant or a person under Tenant's direction or control;
 - iii. to make the Premises reasonably energy efficient by installing weatherstripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings, based on current and projected average residential energy costs in Minnesota, that will exceed the cost of implementing that measure, including interest, amortized over the ten-year period following the incurring of the cost; and
 - iv. to maintain the Premises in compliance with the applicable health and safety laws of Minnesota and the local government where the Premises is located, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of Tenant or a person under Tenant's direction or control.

B. **Landlord's Disclosures.** Landlord shall provide the proper disclosures to Tenant regarding outstanding inspection and condemnation orders as required by Minn. Stat. § 504B.195. Landlord may not accept rent or a security deposit from Tenant after the Premises has been condemned or declared unfit for human habitation by state or local authorities.

C. **Tenant's Responsibilities.** Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so.

Tenant shall:

- i. comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations;
- ii. keep the Premises clean, sanitary, and in good condition;
- iii. notify Landlord immediately of any defects, maintenance issues, or dangerous conditions of which Tenant becomes aware;
- iv. be responsible for cleaning and routine maintenance;
- v. dispose promptly of all rubbish, garbage, and other waste; and
- vi. properly use and operate any electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their conditions permit.

D. **Maintenance Responsibilities by Written Agreement.** Per Minn. Stat. § 504B.161, Landlord and Tenant may agree that Tenant is to perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and set forth in a conspicuous writing. No such agreement, however, may waive the provisions of subsection (A) above or relieve Landlord of the duty to maintain common areas of the Premises.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any

compensation for such repairs or alterations.

B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **COVENANT OF LANDLORD AND TENANT NOT TO ALLOW UNLAWFUL ACTIVITIES.** Per Minn. Stat. § 504B.171:

A. **Terms of Covenant.**

i. Landlord and Tenant covenant that:

a. neither will:

I. unlawfully allow controlled substances in the Premises or in the common area and curtilage of the Premises;

II. allow prostitution or prostitution-related activity as defined in Minn. Stat. § 617.80, subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises;

III. allow the unlawful use or possession of a firearm in violation of Minn. Stat. § 609.66, subdivision 1a, 609.67, or 624.713, on the Premises or in the common area and curtilage of the Premises; or

IV. allow stolen property or property obtained by robbery in the Premises or in the common area and curtilage of the Premises; and

b. the common area and curtilage of the Premises will not be used by either Landlord or Tenant or others acting under the control of either to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase, or possess a controlled substance in violation of any criminal provision of chapter 152. The covenant is not violated when a person other than Landlord or Tenant possesses or allows controlled substances in the Premises, common area, or curtilage, unless Landlord or Tenant knew or had reason to know of that activity.

- ii. Tenant covenants that Tenant will not commit an act enumerated under Minn. Stat. § 504B.206, subdivision 1, paragraph (a), against a tenant, licensee, or any authorized occupant.

- B. Breach Voids Right to Possession.** A breach of the covenant created by subsection (A) voids Tenant's right to possession of the Premises. All other provisions of this Agreement, including but not limited to the obligation to pay rent, remain in effect until this Agreement is terminated by its terms or operation of law. If Tenant breaches the covenant created by subsection (A), Landlord may bring, or assign to the county or city attorney of the county or city in which the Premises is located, the right to bring an eviction action against Tenant. The assignment must be in writing on a form provided by the county or city attorney, and the county or city attorney may determine whether to accept the assignment. If the county or city attorney accepts the assignment of Landlord's right to bring an eviction action:
- i. any court filing fee that would otherwise be required in an eviction action is waived; and
 - ii. Landlord retains all the rights and duties, including removal of Tenant's personal property, following issuance of the writ of recovery of the Premises and order to vacate and delivery of the writ to the sheriff for execution.

23. RULES AND REGULATIONS.

- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
- i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - ii. they are reasonably related to the purpose for which they are adopted;
 - iii. they apply to all tenants in the property in a fair manner;
 - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
 - v. they are not for the purpose of evading the obligations of Landlord; and
 - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.
- B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.

24. TENANT'S RIGHT TO SEEK POLICE AND EMERGENCY ASSISTANCE.

Per Minn. Stat. § 504B.205, Landlord may not bar or limit a Tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct or impose a penalty on Tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct.

25. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.

26. **ABANDONMENT.**

A. **Cold Weather Notice.** Per Minn. Stat. § 504B.155, except upon the termination of the tenancy, if Tenant abandons the Premises between November 15 and April 15 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 Landlord three days' notice of intention to abandon, Tenant will be guilty of a misdemeanor.

B. **Rent.** If at any time during the term of this Agreement Tenant abandons the Premises, Landlord may obtain possession of the Premises in the manner provided by law. Landlord may relet the Premises and hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the Agreement Term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting.

C. **Abandoned Personal Property.** Per Minn. Stat. § 504B.271:

- i. If Tenant abandons the Premises, Landlord may take possession of Tenant's personal property remaining on the Premises, and shall store and care for the property. Landlord has a claim against Tenant for reasonable costs and expenses incurred in removing the Tenant's property and in storing and caring for the property.
- ii. Landlord may sell or otherwise dispose of the property 28 days after Landlord receives actual notice of the abandonment, or 28 days after it reasonably appears to Landlord that Tenant has abandoned the Premises, whichever occurs last.
- iii. Landlord may apply a reasonable amount of the proceeds of a sale to the removal, care, and storage costs and expenses or to any claims authorized pursuant to Minn. Stat. § 504B.178. Any remaining proceeds of any sale shall be paid to Tenant upon written demand.
- iv. Prior to a sale, Landlord shall make reasonable efforts to notify Tenant of the sale at least 14 days prior to the sale, by personal service in writing or sending written notification of the sale by first class and certified mail to Tenant's last known address or usual place of abode, if known by Landlord, and by posting notice of the sale in a conspicuous place on the Premises at least two weeks prior to the sale. If notification by mail is used,

the 14-day period shall be deemed to start on the day the notices are deposited in the United States mail.

27. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per Minn. Stat. § 504B.211, except as provided in subsections (B) and (C) below, Landlord may enter the Premises only for a reasonable business purpose and after making a good faith effort to give Tenant reasonable notice under the circumstances of the intent to enter.
- A. **Reasonable Purpose.** A reasonable business purpose includes, but is not limited to:
- i. showing the Premises to prospective tenants during the notice period before the lease terminates or after Tenant has given notice to move;
 - ii. showing the Premises to a prospective buyer or to an insurance representative;
 - iii. performing maintenance work;
 - iv. allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes;
 - v. Tenant is causing a disturbance within the Premises;
 - vi. Landlord has a reasonable belief that Tenant is violating this Agreement;
 - vii. prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older;
 - viii. Landlord has a reasonable belief that the Premises is being occupied by an individual without a legal right to occupy it; or
 - ix. Tenant has vacated the Premises.
- B. **Exception To Notice Requirement.** Notwithstanding subsection (A) above, Landlord may enter the Premises to inspect or take appropriate action without prior notice to Tenant if Landlord reasonably suspects that:
- i. immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement;
 - ii. immediate entry is necessary to determine a tenant's safety; or
 - iii. immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the Premises.
- C. **Entry Without Tenant's Presence.** If Landlord enters when Tenant is not present and prior notice has not been given, Landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the Premises.
- D. **Penalty.** If Landlord substantially violates subsection (A) above,

Tenant is entitled to a penalty which may include a rent reduction up to full rescission of this Agreement, recovery of any damage deposit less any amount retained under Minn. Stat. § 504B.178, and up to a \$100 civil penalty for each violation. If landlord violates subsection (C) above, Tenant is entitled to up to a \$100 civil penalty for each violation. Tenant shall follow the procedures in Minn. Stat. §§ 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this section.

28. **TERMINATION OF LEASE UPON DEATH OF TENANT.** Per Minn. Stat. § 504B.265:

A. **Termination.** Any party to a lease of residential premises other than a lease at will may terminate the lease prior to its expiration date in the manner provided upon the death of the Tenant or, if there is more than one Tenant, upon the death of all Tenants.

B. **Notice.** Either Landlord or the personal representative of Tenant's estate may terminate this Agreement upon at least two months' written notice, to be effective on the last day of a calendar month, and hand delivered or mailed by postage prepaid, first class United States mail, to the address of the other party. Landlord may comply with the notice requirement of this subsection by delivering or mailing the notice to the Premises formerly occupied by Tenant. The termination of this Agreement under this section shall not relieve Tenant's estate from liability either for the payment of rent or other sums owed prior to or during the notice period, or for the payment of amounts necessary to restore the Premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

29. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

30. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

31. **GROUNDS FOR TERMINATION OF THE TENANCY.**

A. **Landlord.** Landlord may terminate this Agreement if:

i. Tenant or Tenant's occupants, guests, or invitees fail to comply

with any term of this Agreement;

- ii. Tenant misrepresents any material fact on Tenant's rental application; or
- iii. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed or becomes uninhabitable or unfit for occupancy through no fault or neglect of Tenant, per Minn. Stat. § 504B.131;
- ii. Tenant or another authorized occupant fears imminent violence after being subjected to domestic violence, criminal sexual conduct, or stalking, per Minn. Stat. § 504B.206; or
- iii. otherwise provided by law.

32. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
33. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
34. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose. Landlord **shall not** disclose information documenting domestic violence that has been provided to Landlord by a victim of domestic violence pursuant to Minn. Stat. § 504B.206.
35. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
36. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Per Minn. Stat. § 504B.181, Landlord shall post in a conspicuous place on the Premises a printed or typewritten notice containing the name of the manager and the agent authorized for service of process. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

- A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
37. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
38. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and court costs.
39. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
40. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
41. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
42. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
43. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Per Minn. Stat. § 504B.115, Landlord shall provide Tenant with an executed copy of this Agreement.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}