

DINKYTOWN RENTALS, LLC
www.dinkytownrentals.com
House Lease Agreement



Landlord and Tenant agree to the following terms:

The following individuals are the named Tenants in this Lease. (Each adult who signs this Lease is a Tenant”):

Name	Telephone (Mobile/Home)	E-Mail Address
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Dinkytown Rentals, LLC, 612-378-2413, shall be the Landlord:

Address: _____ Unit Number _____, Minneapolis, Minnesota 55414

This includes a (check if applicable) Garage, Parking Stall(s) _____

Term of Lease : 12 Months (must submit new Lease Application by February 1)

Starting Date & Time of Possession: September 3, 2010, 12:00 PM (NOON)

Ending Date & Time of Possession: August 31, 2011, 12:00 PM (NOON)

Monthly Rent: \$ _____ Security Deposit: \$ _____

Late Fee: \$10.00 per day after 1st of the month

RECEIPT: RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT:
First Month's Rent Paid In Advance (Due September 1):	
Last Month's Rent Paid In Advance (Due September 1):	
Security Deposit Due upon execution of Lease:	
Total Amounts Received From Tenant:	

UTILITIES:	Choice No. 1 INCLUDED IN RENT: Landlord Pays Service Provider	Choice No. 2 NOT INCLUDED IN RENT: Tenant Pays Directly Service Provider
Natural Gas:		
Water & Sewer & Trash:		
Electricity:		
Yard Maintenance:	Included in Rent	
Snow Removal:		Tenant's Responsibility - \$60.00 Fine per Occurrence, plus City Citation

**TERMS OF THIS LEASE
OCCUPANCY & USE OF PREMISES**

ALL UNITS ARE NON-SMOKING. NO EXCEPTIONS TO THIS POLICY

The owner of the property is _____, LLC, who has contracted with Dinkytown Rentals LLC, to provide professional property management services, and may accept service of process at 1112 6th Street, Minneapolis, MN 55414 pursuant to Minn. Stat. § 504B.181.

OCCUPANCY AND USE: According to the City of Minneapolis, Minnesota, this Premises has the following zoning restriction:_____. This Premises may be occupied by _____ non-related tenants. No other individuals may occupy, reside, whether temporarily or permanently, this Premises.

NUMBER OF OCCUPANTS: Tenants shall also not allow any individual to reside in the house not listed on the lease, regardless of personal or familial relationship, for any more than 7 (seven) cumulative days during any 12 (twelve) month period or it is considered a material breach of this lease.

EVIDENCE OF OVER-OCCUPANCY: The following shall be evidence of over-occupancy: (1) Rent payments made by an individual other than one of the above-named tenants; (2) any utility bill held that is not held in the name of an above-named tenant; (3) any external evidence, i.e., non-tenant names listed on the mailbox, or other walls, doors, etc. of the property; (4) non-tenant names listed on voicemail; (5) any other evidence that may reasonably lead Landlord to believe that Tenants are in violation of applicable Housing and/or Code Ordinances. Tenants may be given an opportunity to rebut evidence of over-occupancy. Landlords may require Tenants from time to time to sign a written statement that Premises is not occupied by any individual(s) not named in this Lease; failure to sign such written statement shall be considered a material breach of this lease.

**RENT, PAYMENT OF RENT, SECURITY DEPOSIT,
ADDITIONAL FEES, AND TERMINATION OF LEASE**

RENT AND TERM OF LEASE: Tenants shall pay to Landlords as rent for the Property for the period specified above the sum of noted on Page 1 of the Lease Agreement beginning with the time of 12:00 PM, on the 3rd day of September 2010, and ending with the time of 12:00 PM (NOON), on the 31st day of August 2011. There will be no proration of any rent amounts allowed.

RENTAL PAYMENTS & DUE DATES: must be paid by one check or money order for the full amount. ACH (Automatic Withdrawal) is the only form of partial payment allowed per tenant. Checks must be made payable to Dinkytown Rentals. Please include your house number on the check. Full rent is due on the 1st of each month. Partial rent will not be accepted. There will be a \$10.00 per day late fee until full rent is received. All rents and communications can be deposited in the drop box located at 1112 6th Street, Minneapolis, MN 55414, or sent by mail to 1112 6th Street, Minneapolis, MN 55414.

LATE FEE AND RETURN CHECK FEE: Tenant's failure to make timely Rent payment(s) will result in a \$10.00 daily late fee following the first day of the month. A properly stamped and postmarked envelope containing the entire amount of the month's rent shall be evidence of a timely payment. Tenants shall also be responsible for any administrative/bank fees incurred by Landlords for any returned checks; returned checks fees shall be \$50.00 per check.

TOTAL AMOUNTS RECEIVED FROM TENANT: On the execution of this lease, Tenants shall provide Landlord a security deposit for the performance of this rental agreement of the amount stated on Page 1 of this Lease Agreement. Landlord may use the security deposit to cover Tenant's failure to pay rent or other money due landlord, and/or to return the property to its condition at the start of the tenancy except for ordinary wear and tear. Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why.

EACH TENANT RESPONSIBLE FOR RENT: Each of the Tenants named in this Lease Agreement shall be jointly and severally liable for any and all money due to Landlord under this Lease; this amount shall not be proportionate to any share.

UTILITIES: All utilities that are Tenants responsibility must be transferred to Tenants names before September 1. If Tenants fail to make this transfer, Landlord is authorized to transfer utilities to Tenants names, and Tenants shall be charged \$100.00 for said transfer.

ASSIGNMENT & SUBLETTING: Unless otherwise agreed to in writing by both parties, Tenants shall not assign this lease, or sublet or grant any concession or license to use the Premises or any part thereof. Tenants may obtain a subletting form from the Landlord upon request, which must be completed by all named Tenants and each Tenant shall be required to pay a \$200.00 sublease fee prior to approval. Consent by the Landlords to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting concession or license. An assignment, subletting, concession, or license without the prior written consent of the Landlords, or an assignment or subletting by operation of law, shall be void, and shall at Landlord's option, terminate this lease.

HOLDOVER BY TENANTS: Tenants must move out and release occupancy of the Unit no later than 12:00 PM on the ending date of this Lease. A fine of \$200.00 per hour may be imposed for holdover tenants.

VACATING PREMISES: When moving out the Tenant shall do the following: (1) Completely vacate the Premises, including storage units, garage, and parking stalls; (2) Provide Landlord with a forwarding address; (3) Return to Landlord all keys and personal property issued to Tenant for Tenant's use. This may include, but is not limited to, garage door openers, and tools. If Tenant does not return any and all keys immediately after vacating the Premises, Landlord will change the locks and charge the Tenants \$75.00 per key that is not returned.

NON-RENEWING TENANTS: Non-renewing Tenants agree to hold their units open for showing to prospective Tenants.

CHANGES TO LEASE: Landlord and Tenant may change the terms of this Lease only in writing. Oral agreements between the Parties shall not be enforceable.

LEASE RENEWAL: No lease shall be automatically renewed. All tenants must sign a new Lease with updated personal information prior to December 11th. Failure to do so will result in the property being listed for rent to other perspective tenants.

CONDITION OF PROPERTY, INSPECTION, AND DAMAGES

CONDITION OF PREMISES: Tenants stipulate that they have examined the property, including grounds and building, and that they are at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition. Tenants agree to accept the property in "as is" condition. Landlord will perform all maintenance and Tenants agree to perform all cleaning of the property. Tenants shall maintain apartment in good, safe and healthy living conditions. Tenants shall also clean the entire home, including all appliances, bathroom, walls, bedrooms and fixtures at the end of this lease prior to vacating property.

PREMISES INSPECTION: Tenant has inspected the Premises and Tenant agrees to take the property in its as-is condition.

FAILURE TO DELIVER PREMISES: If tenants are not given substantial possession of the Premises, at the beginning of the term of the lease, this shall not be a basis for damages, nor shall it affect the validity and other terms of the lease, and Tenants waive any rights of legal recourse.

DUTY TO NOTIFY LANDLORD OF DAMAGES TO PREMISES: Tenants owe Landlords a duty to notify the landlords of any damage to the Premises, regardless of fault, natural wear and tear, or from circumstances beyond their control. The duty to notify of any damage to the Premises includes but is not limited to damage caused by water and faucet leaks, broken windows, broken doors, holes in walls, safety devices, fire damage, electrical problems, and leaks in the roof. Tenant must test, and make Landlord immediately aware of, any nonworking fire equipment, including smoke detectors and fire alarms. Tenants shall be liable for any additional damage caused as a result of failing to notify Landlord of damage to Premises.

EACH TENANT RESPONSIBLE FOR DAMAGES: Each Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by the willful, negligent, or irresponsible conduct of Tenant or by a person under Tenant's control, direction, or invitation. This specifically includes damages and/or costs related to drain cleaning, hair clogs, Tampons, grease, garbage, bottle caps, and paper towels. Tenants are responsible for all fire equipment. Discharged fire extinguishers and damaged or missing smoke detectors will be charged back to tenants at a rate of \$100.00 per item.

DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY: Landlord is not responsible for any injury or damage that was not caused by a willful act of Landlord. Tenants agree to maintain separate renter's insurance policies. Tenants agree to not hold Landlords responsible for any theft, vandalism, or damages to any personal property during the lease period.

ALTERATIONS AND IMPROVEMENTS: Unless otherwise agreed to in writing by both parties, Tenants shall make no alterations to the building, grounds or rental unit. Tenants may not paint or perform minor decorating, without Landlords approval.

TENANTS RIGHTS, RESPONSIBILITIES, AND RESTRICTIONS

TENANTS USE OF PREMISES: Tenants shall use Premises exclusively as a personal residence, and neither the Premises nor any part thereof shall be used at any time during the term of this lease for the carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Tenants shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised Premises, and the sidewalks connected thereto, during the term of this lease. Landlords retain the exclusive right to store in the basement any tools, supplies, or other items used for the purposes of making ordinary and necessary repairs to the Premises.

SMOKING: Tenants shall not be permitted to smoke anywhere inside the Premises, or within 35 feet of the Premises. Tenants will be responsible for any damage caused to woodwork, ceiling, carpet, walls or any damage attributed to smoking and/or fire related to smoking.

SNOW REMOVAL AND YARD MAINTENANCE: Tenants agree that the rental amount reflects consideration being given for any and all improvements, maintenance and on-going care of the property. This includes, but is not limited to taking trash carts to the street and returning them to the house, performing all snow removal, and picking up trash on the grounds. If Tenants fail to remove snow as required by applicable municipal codes and ordinances, Landlord may charge Tenants a reasonable charge. The property grounds must be litter free: each time Landlord picks up the trash around your house you will be charged \$60.00, and tenants will be responsible for any and all City fines. If Tenants recycle, they must perform all tasks in accordance with the City of Minneapolis' rules and regulations. Incorrect recycling will be treated as and charged back as trash.

POSSESSION OR DISTRIBUTION OF CONTROLLED SUBSTANCES: Tenants agree not to manufacture, purchase, possess, sell, distribute or allow illegal drugs or controlled substances on the Premises. Tenants agree that the common areas or the surrounding property will not be used by the Tenants, agents, friends, or any other individual's under tenants' control, to manufacture, purchase, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance. Violation of this term is considered a material breach of this agreement.

POSSESSION OF ALCOHOLIC BEVERAGE CONTAINERS: Tenants are prohibited from possessing, storing, or otherwise using any keg, barrel, "Party Ball", vat, and/or any large receptacle that holds more than 1 gallon of any alcoholic beverage on the Premises. Any beer kegs found on the property will be confiscated and the tenant will be charged \$100.00 per keg.

DISTRIBUTION OF ALCOHOLIC BEVERAGES: Tenants agree not to manufacture, sell, or distribute alcoholic beverages on the Premises. Tenants agree that the common areas or the surrounding property will not be used by the Tenants, agents, friends, or any other individual's under tenants' control, to manufacture, sell, give away, or distribute alcoholic beverages. Violation of this term is considered a material breach of this agreement.

POSSESSION OR STORAGE OF DANGEROUS MATERIALS: Tenants shall not keep or have on the leased Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased Premises or that might be considered hazardous or extra hazardous by any reasonable person.

PETS & ANIMALS: Tenants shall not keep or maintain any domestic animals on or about the leased Premises. Unless otherwise agreed to by both parties in writing, the exclusion of animals shall include, but is not necessarily limited to, dogs, cats, mice and rats, birds, reptiles, insects, livestock, and fish.

MISCELLANEOUS ITEMS NOT ALLOWED: Candles, Hookahs, fire pits, space heaters, fresh or "real" Christmas trees, deep fryers, turkey fryers, charcoal grills, and other flammable items are not allowed in or within 25 feet of the property. Tenants are liable for any damage caused by the use of any of these items.

WATERBEDS AND HOT TUBS: Waterbeds and hot tubs shall not be permitted on the Premises under any circumstance.

WINDOWS & DRAPERIES: Landlord will provide mini-blinds for the windows. Tenant may not remove or alter the window treatments in any way. Tenant will be responsible for any and all damage to the window treatments.

HOUSEHOLD FURNITURE: Tenants may not possess, store, use, or maintain any couches, chairs, refrigerators or similar household furniture items outside the Premises. Items may be removed by landlord without notice or reimbursement, and Tenant may be charged a reasonable fee for removal.

DISPLAY OF SIGNS OR OUTDOOR BANNERS: Tenants may not erect, place or otherwise establish any signs on the Premises without the written consent of the Landlord. This prohibition shall not prevent Landlord and their agents from displaying a sign, including but not necessarily limited to, a "For Sale" or "For Rent" or "Vacancy" Sign on the Premises.

VEHICLES: Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area, or curtilage of the Premises, except in a garage. "Curtilage" means the grounds surrounding the building in which the Premises is located. A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.

GRILLS & FIREPITS: Tenants shall not use any charcoal or electric grills within 25 feet of the Property, and only on a concrete or asphalt. No open-air fire pits or devices may be used on the property. Tenants are liable for any damage caused by the use of any grills or fire pits.

PARTIES AND NOISE VIOLATIONS: Tenants will be charged \$200.00 for the first occurrence plus any and all fines issued by the City. Tenant will be charged \$400.00 for the second occurrence plus any and all fines issued by the City. This fee will be charged each time the Police are called out to the property for noisy and unruly assembly, or other issues. A third occurrence will result in the initiation of material breach of the Lease.

BREACH OF LEASE

BREACH OF LEASE [RE-ENTRY CLAUSE]: If Tenant materially breaches any provision within this Lease Agreement, or the University Student Code of Conduct, Landlord may do one of the following: (1) Demand in writing Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (Unlawful Detainer Action); (2) Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action (Unlawful Detainer Action). Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict; (3) Bring an eviction immediately against Tenants. (Unlawful Detainer Action.)

DUTY TO PAY RENT AFTER EVICTION OR SURRENDER: Any and all unpaid rental payments due under this Agreement shall become immediately due, along with any damage, if Tenant surrenders the Premises or is evicted by Landlord.

ATTORNEYS FEES & COSTS: Tenants shall pay all reasonable Attorneys fees and costs associated with the enforcement and/or breach of this Lease.

MISCELLANEOUS

SUBORNATION OF LEASE: This lease and Tenants' leasehold interest hereunder are and shall be subject subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by Landlords, current owners, and all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens and encumbrances.

SEVERABILITY: If any part of this Lease or any part of any provisions contained within this Lease shall be adjudicated to be void, invalid, or otherwise unenforceable, then the remaining provisions not specifically adjudicated invalid shall be executed without reference to the part or portion of the other, insofar as the remaining provisions are capable of being executed.

TERMS: Where appropriate, singular terms include the plural and plural terms include the singular.

NOTICES: A Notice or demand mailed to any one of the Tenants named above is notice to all tenants.

WHOLE AGREEMENT: Landlord and Tenants agree and stipulate that this Lease contains the entire and whole agreement, including all preliminary negotiations, between the parties. No oral agreements have been made by either Party. Any oral agreements and representations made between the parties shall be void and otherwise unenforceable.

HEADINGS: The headings of the paragraphs of this Lease are for convenience and reference only.

UNIA: This Lease Agreement includes a free membership with UNIA (University Neighborhood Improvement Association). More information is available at UNIAvoice.com. This lease has been reviewed by UNIA.

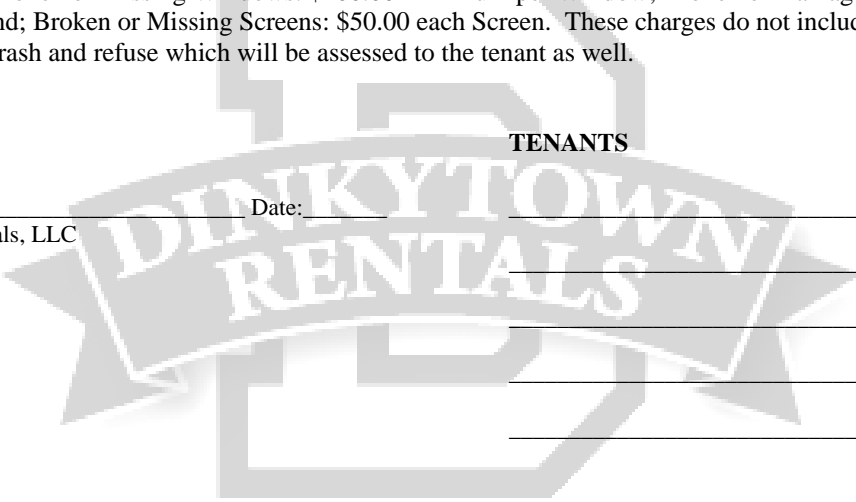
LEAD BASE DISCLOSURE REQUIREMENT: Tenants has had the opportunity to review a copy of "Protect Your Family From Lead Based Paint" Pamphlet.

VACATING CHARGES: The following charges will be assessed for the items not completed upon vacating the property: Removal of Trash and Personal Property from unit: \$100.00 per hour; Cleaning of Oven and Stovetop: \$100.00; Cleaning of Refrigerator: \$100.00; Broken or Missing Windows: \$100.00 Minimum per Window; Broken or Damaged Window Treatments: \$100.00 per Window, and; Broken or Missing Screens: \$50.00 each Screen. These charges do not include City of Minneapolis charges for removal of trash and refuse which will be assessed to the tenant as well.

LANDLORD

TENANTS

_____ Of: Dinkytown Rentals, LLC Its: Manager	Date: _____	_____ _____ _____ _____ _____	Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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UNIVERSITY OF
MINNESOTA