

MINNESOTA LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into on the ____ day of _____, 20____ (the "Effective Date"), by and between:

LANDLORD: _____ ("Landlord"), with a mailing address of:

AND

TENANT(S): _____ ("Tenant").

I. PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property (the "Premises"):

Address: _____

City: _____ State: Minnesota Zip Code:

Type of Property:

☐ Single Family Home ☐ Apartment ☐ Condominium ☐ Townhouse ☐ Other

II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** Commencing on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____. Upon the expiration of this term, the Agreement shall:

☐ Terminate.

☐ Convert to a Month-to-Month tenancy.

☐ **Month-to-Month.** Commencing on the ____ day of _____, 20____ and continuing on a month-to-month basis until terminated by either party with proper notice required by Minnesota law.

III. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

Payment Due Date: Rent is due on the _____ day of each month.

First Month's Rent: The Tenant shall pay the first month's rent in the amount of \$ _____ upon the execution of this Agreement.

Payment Method: Rent shall be paid by:

☐ Check ☐ Cash ☐ Electronic Transfer ☐ Other:

Late Fees: Pursuant to Minnesota Statutes § 504B.177, if rent is not paid by the due date, the Landlord may charge a late fee. The late fee shall not exceed eight percent (8%) of the overdue rent payment.

Late Fee Amount: \$ _____ (Must not exceed 8% of monthly rent).

IV. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as a security deposit.

Interest: Pursuant to Minnesota Statutes § 504B.178, the Landlord shall pay interest on the security deposit at the rate prescribed by law (currently 1% simple non-compounded interest).

Return of Deposit: Pursuant to Minnesota Statutes § 504B.178, the Landlord shall return the security deposit, plus accrued interest, minus any lawful deductions, to the Tenant within three (3) weeks (21 days) after the termination of the tenancy and receipt of the Tenant's mailing address or delivery instructions.

V. UTILITIES AND SERVICES

The responsibility for utilities and services shall be distributed as follows:

Electricity:

☐ Landlord ☐ Tenant

Heat/Gas:

☐ Landlord ☐ Tenant

Water/Sewer:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

VI. USE OF PREMISES

The Premises shall be used exclusively as a private residence for the Tenant(s) listed in this Agreement and the following minor children/occupants:

VII. CONDITION OF PREMISES AND INSPECTION

The Tenant has inspected the Premises and acknowledges that they are in good condition and repair, except as noted in a separate Move-In Checklist.

Landlord's Covenant of Habitability: Pursuant to Minnesota Statutes § 504B.161, the Landlord covenants that the Premises and all common areas are fit for the use intended, in reasonable repair, and compliant with applicable health and safety laws.

VIII. MAINTENANCE AND REPAIRS

Tenant's Obligations: The Tenant shall keep the Premises in a clean and sanitary condition and shall not damage or misuse any part of the Premises. The Tenant shall promptly notify the Landlord of any necessary repairs.

Landlord's Obligations: The Landlord is responsible for maintaining the structural soundness of the building and ensuring that all electrical, plumbing, and heating systems are in safe working order.

IX. RIGHT OF ENTRY

Pursuant to Minnesota Statutes § 504B.211, the Landlord may enter the Premises for a reasonable business purpose, including but not limited to making repairs, inspections, or showing the unit to prospective tenants or buyers.

Notice: The Landlord must make a good faith effort to give the Tenant reasonable notice under the circumstances prior to the entry. Generally, twenty-four (24) hours is considered reasonable notice.

Exceptions: The Landlord may enter without notice in cases of emergency or if it is impracticable to provide notice.

X. PROHIBITED ACTS (UNLAWFUL ACTIVITIES)

Pursuant to Minnesota Statutes § 504B.171, the Tenant covenants that neither the Tenant nor the Tenant's guests will:

1. Unlawfully allow controlled substances in the Premises or common areas.
2. Allow prostitution or prostitution-related activity on the Premises.
3. Allow the unlawful use or possession of a firearm on the Premises.
4. Allow stolen property or property obtained by robbery on the Premises.

XI. REQUIRED MINNESOTA DISCLOSURES

A. Disclosure of Landlord/Agent (MN Stat. § 504B.181)

The person authorized to manage the Premises and receive service of process and notices is:

Name: _____

Address: _____

B. Outstanding Inspection Orders (MN Stat. § 504B.195)

The Landlord discloses that:

☐ There are NO outstanding inspection orders, citations, or condemnation orders affecting the Premises.

☐ There ARE outstanding inspection orders. A copy of such orders is attached to this Agreement.

C. Attorney General's Handbook (MN Stat. § 504B.181, Subd. 2b)

Landlord notifies Tenant that the Minnesota Attorney General's Office publishes a handbook called "Landlords and Tenants: Rights and Responsibilities." This handbook is available to the Tenant upon request from the Landlord or the Attorney General's Office.

D. Lead-Based Paint Disclosure

Is the Premises housing constructed prior to 1978?

☐ Yes ☐ No

(If Yes, Landlord must provide the EPA-approved pamphlet "Protect Your Family from Lead in Your Home" and a Lead-Based Paint Disclosure form).

XII. PETS

☐ **No Pets Allowed.**

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

Description: _____

Pet Fee (Non-Refundable): \$ _____

Pet Deposit (Refundable): \$ _____

XIII. DEFAULT AND TERMINATION

If the Tenant fails to pay rent or violates any other term of this Agreement, the Landlord may terminate this Agreement in accordance with Minnesota law.

Domestic Abuse: Pursuant to Minnesota Statutes § 504B.206, the Tenant may terminate this lease upon providing written notice and documentation to the Landlord if the Tenant fears imminent violence due to domestic abuse, criminal sexual conduct, or stalking.

XIV. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to the addresses listed in Section I (for Tenant) and Section XI (for Landlord).

XV. ADDITIONAL TERMS AND CONDITIONS

The parties agree to the following additional terms:

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. This Agreement may only be amended in writing signed by both parties.

XVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

SIGNATURES

LANDLORD

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

NOTARY ACKNOWLEDGMENT

State of Minnesota

County of _____

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ (Landlord) and _____ (Tenant), known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: _____

(Seal)

My Commission Expires: _____ day of _____, 20____