

EXAMPLE LEASE AGREEMENTS

LEASE AGREEMENT

BY THIS LEASE AGREEMENT, made and entered into on _____, _____ between _____ (home owner) _____, whose address is _____, (herein referred to as "Lessor") and _____ (service provider) _____, whose address is _____, (herein referred to as "Lessee"). Lessor leases and lets to Lessee the premises situated at _____ in the City of _____ and County of _____, State of Minnesota, (herein referred to as the "premises") and more particularly described as follows:

Together with all appurtenances, for a term of one (1) year to commence on _____, 2000, and to end on _____, 2001, at _____ o'clock .m, on the following terms and conditions.

A. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ Dollars (\$ _____) per month in advance on the first day of each calendar month beginning _____, 2000, at _____, City of _____, State of _____, or at such other place as Lessor may designate. The monthly rent is allocated as follows:

- 1) \$ _____ for the real property; and
- 2) \$ _____ for the furnishings and personal property (see Exhibit B for list of property)

B. Security Deposit. On execution of this Agreement, Lessee deposits with Lessor _____ Dollars (\$ _____), receipt of which is acknowledged by Lessor as security for the faithful performance by Lessee of the terms herein. Said security deposit shall bear simple interest at the rate provided in M.S.A. 504.20 Subd. 2, computed from the first day of the next month following the full payment of such deposit to the last day of the month of termination of the tenancy. In compliance with M.S.A. 504.20, Subd. 3, Lessor shall refund said security deposit or furnish to Lessee vacating the demised premises a statement showing the reason for the withholding of the security deposit or any portion thereof within two weeks after termination of the tenancy and receipt of Lessee's mailing address or delivery instructions.

C. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

D. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a residential home for Lessor's two developmentally disabled daughters, _____ and for such other adults with developmental disabilities as determined by whether the home is operated as a foster home or some other similar entity, the parties agree that the operation of the home shall comply with all reasonable rules imposed by Lessor and all rules, laws, and regulations by federal, state and local authorities. Neither the premises nor any part thereof shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any other business, profession, or trade of any kind. Lessee has read and agrees to abide by the terms of the Rules and Regulations on Exhibit A attached hereto and incorporated herein by this reference, and acknowledges that violation of any provision in said Rules and Regulations shall constitute a default hereunder. Lessee shall not perform or permit any practice that is unlawful or may damage the reputation of, or otherwise be injurious to Lessor, be disturbing to other residents, or be likely to cause an increase in rate or insurance on the premises.

E. Prior Approval of Residents and Staff. Lessor retains right to inquire about any proposed resident of the premises or staff person proposed to work on the premises. Lessee agrees that this right of Lessor is reasonable in that Lessor's daughters will reside on the premises.

F. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes and improvements built, constructed, or placed on the demised premises by Lessee with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee be the property of Lessor, and remain on the demised premises at the expiration or sooner termination of this Agreement.

G. Maintenance and Repair. Lessor covenants (a) to keep the structural parts of the premises in reasonable repair during the term of the Agreement, and to make major repairs to plumbing, heating and lighting systems, and (b) to maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the demised premises are located during the term of this Agreement. Lessee agrees to immediately notify Lessor of repairs that are the obligation of Lessor. Lessee will, at Lessee's sole expense, make all required repairs of the premises, except those which are landlord's responsibility. Lessee's obligation to repair shall include, but not be limited to the following: (a) repair of all appliances, provided, however, that should any major appliance provided by Lessor fail completely and be deemed unrepairable by a qualified service person, Lessee shall have no obligation to repair such appliance and Lessor shall have no obligation to replace such appliance or compensate Lessee for any proximate damages caused by such failure, and (b) keep all drains and plumbing fixtures open. All yard work (cutting of grass, raking of leaves, snow removal) shall be the responsibility of the Lessee. Lessee 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 during the term of this Agreement, and any renewal thereof, except where such compliance is the duty of the Lessor under M.S.A. 504.18(c) and the covenants contained herein.

H. Signs. Lessee agrees that no signs shall be placed or painting done on or about the demised premises by Lessee or at Lessee's direction without the prior written consent of Lessor.

I. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of Lessee's employee, family, agent or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of Lessee's employee, family, agent, or visitor to the extent that Lessor shall, in good faith, decide not to rebuild or repair, the term of this Agreement shall end and the rent shall be prorated up to the time of the damage.

J. Utilities. Lessee shall be responsible for paying for all utility services required on the premises.

K. Right of Entry. Lessor and Lessor's agents reserve the right to enter the demised premises at all reasonable hours during the term of this Agreement, and any renewal thereof, for the purpose of inspecting the premises and all building improvements thereon, and whenever necessary to make repairs and alterations to the demised premises. This covenant shall in no way restrict Lessor's right to visit Lessor's daughters living in the premises. Lessee hereby grants permission to Lessor to show the demised premises to new rental applicants at reasonable hours of the day, within ninety (90) days of the expiration of the tenancy.

L. Assignment and Subletting. Without prior written consent of Lessor, Lessee shall not assign this Agreement, or sublet or grant any concession or licensure to use the premises or any part thereof. Lessor retains absolute discretion in granting or denying any request to assign or sublet this Agreement. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and this Agreement and any sublease shall, at Lessor's option, be terminated in compliance with the default provision contained herein.

M. Termination of Agreement. Lessor or Lessee may terminate this Agreement by mailing a written notice of termination to the other party at least ninety (90) days prior to the date of termination.

N. Surrender of Premises. At the expiration of the term of this Agreement or upon earlier termination by Lessor, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Agreement, reasonable use and wear thereof and damages by the elements excepted.

O. Abandonment. If at any time during the term of this Agreement Lessee abandons the demised premises, or any part thereof, Lessor may, at Lessor's option, bring an action to recover possession of the demised premises and such action is equivalent to a demand for the rent and reentry upon the property. Lessor may, at Lessor's option, hold Lessee liable for any differences between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent realized by Lessor by means of relenting the premises. If Lessor recovers possession of the demised premises following abandonment of the premises by Lessee then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned; in which case Lessor may dispose of all such property in any manner Lessor shall deem proper and Lessee is hereby relieved of all liability for doing so.

P. Default. If any default is made in the payment of rent, or any part thereof, at the times herein before specified, or if any default is made in performance of or compliance with any other term or condition hereof, Lessor may, at its options, terminate this Agreement, and, without process, re-enter immediately into the premises and remove all parties and property therefrom. In case of any such termination, Lessee will be liable for and will indemnify Lessor against all loss of rent and other damage which Lessor may incur by reason of such termination during the remainder of the term of the Agreement, and also against all attorney's fees and expenses incurred in enforcing any of the terms of Agreement.

Q. Indemnification and Hold Harmless. Lessee shall at all times be responsible for the safety of all residents of the premises, all staff persons, workers and all guests and their respective belongings. Lessee agrees to hold Lessor harmless from and indemnify Lessor against any and all liabilities, damages and expenses arising from injury, damage or loss to or cause by Lessee, residents, staff persons, workers, guests, employees, agents, assigns, subtenants, visitors or licensees, or any property of said persons, in or about the premises, buildings or grounds from any cause whatsoever, growing out of or connected with the use and occupancy of or activities in or about the same. This hold harmless and indemnification shall also run in favor of any subsidiaries and employees of Lessor and subsidiaries. LESSEE IS ENCOURAGED TO CARRY TENANT INSURANCE TO PROTECT HIMSELF AGAINST ANY AND ALL SUCH LOSSES. INSURANCE CARRIED BY LESSOR DOES NOT COVER ANY PROPERTY OF LESSEE.

R. Holding Over. In the event Lessee remains in possession of the premises after the expiration of this Agreement and without the execution of a new Agreement, Lessee shall be deemed to be occupying the premises as a Lessee from year to year in accordance with the terms of this Agreement.

S. Miscellaneous. In the event Lessor provides a washer, dryer, stove, dishwasher, refrigerator or other appliance to the premises, it is understood that Lessor has no obligation to repair or replace said appliance or appliances, and Lessor has no liability for any damage caused by the failure of such appliance or appliances.

T. Heirs and Assigns. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

U. Lessor's Personal Belongings. Lessor retains the right to store personal belongings in half of the lowest level floor.

IN WITNESS WHEREOF, of parties hereto have executed this Agreement this _____ day of _____, 2000.

LESSOR:

LESSEE:

By: _____

It's President

STATE OF MINNESOTA)

) ss.

COUNTY OF)

The following instrument was acknowledge before me this _____ day of _____, 2000
by _____ and _____ husband and wife.

(Signature of Person Taking Acknowledgement)

(Title or Rank)

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 2000
by _____, as president of _____, on behalf of said corporation.

(Signature of Person Taking Acknowledgement)

(Title or Rank)

EXHIBIT A

RULES AND REGULATIONS

1. No pets except by written permission of Lessor.
2. All trash and garbage are to be placed inside the proper containers.
3. Lessee shall not alter any lock or install a new lock, knocker, peephole or other attachment on any door of the house without the written consent of Lessor. All permitted alterations, additions and fixtures shall remain as part of the house unless Lessor otherwise elects.
4. No interior alterations, painting, or redecorating of a permanent nature may be done to the house without written approval of Lessor. Lessee may not install or use any additional major appliances such as washers, dryers, freezers, portable dishwashers, etc. Lessor or Agent may agree to a change by approval.
5. Use only small nails for hanging pictures. No adhesive type hangers or tape shall be applied to the walls. No nails or screws shall be driven into the woodwork. No mounting of any kind shall be attached to the ceilings.
6. The water closets, basins and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed. Any damage resulting from misuse of such facilities shall be paid for by Lessee.
7. No water beds or other water filled furniture may be used in any room without specific written approval form Lessor, and evidence of adequate liability insurance.
8. No abrasives shall be used to clean any of the bathroom fixtures.
9. There shall be no more than _____ occupants living on the premises.
10. There shall be no illegal drugs used on the premises.

11. These rules may be added to or amended from time to time by Lessor, and such amendments will become effective immediately upon notification to Lessee.