



LEASE AGREEMENT

This is a legal document, and it is recommended that all people listed below read this lease in full before signing it. Once you sign it, you have agreed with the rules and regulations of this lease with no exceptions. This agreement is made between Naocha Investments, LLC, herein referred to as the Lessor, Owner or manager, and, **THE PEOPLE WHO OCCUPY THIS UNIT WHOSE NAMES ARE LISTED BELOW IN THE BOX BELOW**, herein referred to as the Lessee or Tenant.

Landlord: Naocha Investments, LLC, 957 Reaney Ave., St. Paul MN 55106
(651) 276-2461

Property manager Disclosure: The authorized agents by the landlord to accept service of process and receive and give receipt for notices:
Lee Moua, Nu Moua, Choua Fang, Yia Fang and Ying Yang, Teng Moua
957 Reaney Ave., St. Paul MN 55106
(651) 276-2461, 651-335-8664, 651.795.1713 or 805-252-2228
Email: hmongmoua2000@yahoo.com

Term of Lease Agreement: Lease will start _____ and end on _____
Lessee or lessor will give written notice of their intention to **Terminate** or **Renew** this agreement 45 days before contract end.

Property Address:

THE ONLY PEOPLE TO OCCUPY THIS PROPERTY	Date of Birth	Social Security Number	Driver License Number

Rental Amount: Lessee agrees to pay, without demand, \$_____ for the demised premises, on the first day of each month beginning on _____.

- Rental payments are made payable to Naocha Investments, LLC
- Rental payments are to be deposited self-deposit at Wellsfargo Bank
- Payment options are Cash or money order , can be drop off or by mail to : 867 Burr St., St. Paul, MN 55130



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Utilities:

- Tenant responsible for the following (circle): Water Trash Electricity Gas
- Landlord responsible for the following (circle): Water Trash Electricity Gas
- Cable/Internet: Tenant responsible for all service expense

Payments: All payments are due on the 1st day of the month. Rent is considered LATE if not paid on the 1st of the month. If rent is not paid **IN FULL** before midnight of the 5th day of the month, a late fee of 8% will be added. This late fee is to strongly encourage you to pay your rent on time. **Eviction procedures can start at any time management feels it is necessary.** All tenants listed below for this property, are individually and severally liable for paying the rent and adhering to terms of this agreement, not a proportionate share.

Partial Payment: Accepting partial payment does not stop Naocha Investments, LLC. or property managers from filing evicting notice.

Security Deposit: Tenant shall deposit with Lessor \$_____ as security for the faithful performance by Lessee of the terms herein. Security deposit shall be paid on or before _____.

- ❖ Lessor shall refund security deposit and furnish to Lessee vacating the premises, a statement showing the reason for withholding of security deposit or any portion thereof postmarked within 4 weeks after the tenant has returned possession and given the landlord forwarding address.
- ❖ Lessor may keep all or part of the security deposit for damage to the property beyond normal wear and tear.

Failure to give Possession: If Lessor cannot provide the unit to Lessee at the start of this lease, Lessee cannot sue Lessor for any resulting damages.

Lease is subject to Mortgage: The apartment building may be mortgage and/or be subject to a contract for deed. Lessor agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to Lessee's rights...i.e. the new owner may at their option terminate Lessee's lease

Smoke Alarms: Tenant agrees to test battery on a monthly basis and replace battery if needed. If a disconnected or removed battery by tenant to make smoke alarm in-operable it can be reason for eviction.

Moving out before lease ends: Should lessee move out during this contract expires, lessee must pay for the remaining contract in full plus any losses or costs including court costs.



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Landlord Remedies: If tenant violates any part of this lease agreement including non-payment of rent, the tenant is in default of this lease agreement. In the event of a default, the landlord may initiate legal proceedings in accordance with local and state regulations to evict or have tenant removed from the lease premise as well as seek judgment against tenant for monies owed to landlord as a result of tenant's default. Should it be necessary for landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the premise, tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

- ❖ The tenant agrees that any expenses and/or damages incurred as a result of a breach of lease agreement including attorney's fees and cost will be paid to the landlord
- ❖ The tenant agrees that any court costs and/or fee incurred as a result of breach of lease agreement will be paid to the landlord
- ❖ All rent for the balance of the term of this lease agreement is immediately due to the landlord and the landlord may sue for the entire balance as well as any damages, expenses, legal fees and costs.

Returned Checks: Tenant agrees to pay \$30.00 processing fee for each check submitted by tenant that is returned by the financial institution for any reason, including insufficient funds and closed account. This fee shall be due without demand and must be tendered by certified check or cash, together with the rent and any late fees due. If a check submitted by tenant is returned, lessor reserves the right to require that all future payments by tenant be tendered by certified check, money order or cash.

Please Note: Can be reasons for eviction:

- ❖ Occupancy of the property by other than the people listed above is prohibited, and can be a reason for eviction or rent increase.
- ❖ The property shall be used and occupied by Lessee exclusively as a private single family residence. Neither the premise nor any part thereof shall be used at any time during the term of this lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence.
- ❖ **Unpaid bills causing utilities to SHUT OFF is grounds for termination of lease.**
- ❖ Writing on any walls, drilling of holes, nailing or screwing anything to the wall is prohibited.
- ❖ Any drug activity of any kind, use or sales is prohibited.
- ❖ Giving or making keys to others other than the names listed above is prohibited.
- ❖ Loud music or radio, TV, CD, language, etc. is prohibited. We must be considerate of our neighbors.
- ❖ Old furniture, appliances, mattresses, etc. must be disposed of by tenant. Trash company will only pick up bagged trash in trash container.
- ❖ Children are not to hang or climb on the stair railings. The stairs can be a very dangerous area for children. It is the responsibility of the parents to parent and control their children and also the children of their visitors.
- ❖ **This is a smoke free property.**
- ❖ **No pets of any kind are allow or in any common areas.**



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Use of Property: Tenant agrees to:

- ❖ Not to make or permit noises or acts that will disturb the rights or comforts of others...i.e. excessive visitors going in and out causing disturbance to neighbors.
- ❖ Not to display or in any way use in, on, or around the property, any firearm or weapon of any type including swords, knives, air rifles.
- ❖ Observe and comply with any rules or regulations which now exist or which may be established by lessor for the operation of the premise.
- ❖ Allow lessor to immediately dispose of any property left by tenant when he/she surrenders or abandons the premises at tenant's expense.
- ❖ Allow lessor or any law enforcement office to remove or have removed from premises any person who cannot or will not establish that he/she is a tenant, authorized occupant, or invited guest of a specific tenant.
- ❖ Tenant agrees to pay for all loss, cost or damage, including plumbing, caused by the willful or irresponsible conduct of tenant or by a person under tenant's direction or control.

Assignment and Subletting: Without prior written consent of lessor, lessee shall not assign this lease, or sublet or grant concession or license to use the premises or any part thereof. If a tenant sublets to another, this can be reason for eviction of either or both parties, by owner's choice. The names listed above are the only people authorized to occupy this property.

Right of Entry: Lessor reserve the right to enter the property at all reasonable hours during the term of the lease, for the purpose of inspecting the property, provide building improvements and/or make repairs therein. Lessee hereby grants permission to Lessor to show property to new rental applicants at reasonable hours of the day. Lessor reserve the rights to enter tenant with or without notice, at any time deemed necessary to protect life or prevent damage to the property.

Maintenance and Repair: Tenant agrees to perform the following:

- ❖ Repair of all defective light bulbs and keep their unit clean and orderly, and test smoke detectors and replace battery if needed on a monthly basis. Also, be responsible for the sink drain, and toilet lines from their unit to the main line.
- ❖ Not to litter the grounds or common areas and discard personal articles.
- ❖ Not to destroy, deface, damage, or remove any part of the property or common areas.
- ❖ Keep the property, including plumbing fixtures and appliances in a clean and sanitary condition. Report any water leakage.
- ❖ Report any conditions that might cause damage to the premises or waste utilities
- ❖ Maintaining the existing landscaping.
- ❖ **Maintaining no pest infestation**
- ❖ Tenant should be responsible for damage to all screens, storms and windows and shall pay for repairs if damaged by their actions or their guest's actions.
- ❖ Landlord is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of landlord.



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- ❖ Removing snow from off street parking area, steps, and sidewalks, front yard and backyard and salting all areas as necessary

Keys and Locks: Tenant agrees not to install additional or different locks on any doors or windows. When this agreement ends, tenant agrees to return all keys that were issued to them at time of move in. If not returned, tenant agrees to pay for any necessary locks and keys.

Damages: Tenant agrees to hold lessor harmless and to indemnify lessor from all fines, penalties and costs for violations or non-compliance by tenant with any laws, requirements or regulations and from any liability arising out of such violations or non-compliance. Whenever damage is caused by carelessness, misuse, abuse, or neglect on the part of tenant, his/her family or guests, tenant agrees to pay:

- ❖ The cost of all repairs including plumbing and damage from doors or windows left open and to do so within 30 days after receipt of lessor's demand for the repair charges.
- ❖ Rent for the period the premise is damaged, whether or not the premises is habitable.
- ❖ The cost of advertising, court costs, attorney fees, collection fees etc. that lessor incurs in any suit for eviction, unpaid rent, or other charge.

False or Mis-leading Rental Application: If lessor determines that any oral or written statements by tenant in the rental application or lease are not true or are incomplete in any way, then this lease shall be considered breach and lessor in his/her discretion may evict tenant immediately and without prior notice.

Drug and Crime Free Housing: Tenant agrees that...

- ❖ Tenant and tenant's guests or visitors shall not engage in or facilitate criminal activity of any kind or near the premises. Tenant shall not invite or give permission to return to the premises to any person previously removed or barred from the premises.
- ❖ Tenant shall immediately notify law enforcement or lessor upon learning that a person previously removed or barred from the premises has returned or re-entered the premises.

Restrictions and Alteration: Tenant agrees not to do any of the following without written permission from the lessor:

- ❖ Change or remove any part of the appliances, fixtures, or equipment on the premises.
- ❖ Paint or install paneling and wallpaper.
- ❖ Attach awnings, window guards, signs, fences, or air conditioners to the premises.
- ❖ Place or attach any antennas, satellite dishes, or other electrical connection to the premises.
- ❖ Make any other temporary or permanent improvement to the premises.



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Automobiles and use of Parking: Tenant agrees:

- ❖ Landlord reserves the right to regulate parking within such parking areas, including the right to preclude tenant from parking in certain parking spaces, park cars in specifically designated spaces
- ❖ Any vehicle that is parked on the property that is unlicensed, inoperable, or abandoned may be towed at owner's expense without lessor incurring any liability to anyone for any reason. This property is not a storage lot.
- ❖ Tenant agrees to hold harmless landlord and defend landlord and its agents against any and all claims of the tenant/owner of the vehicle towed.
- ❖ Except for minor adjustments, no repairs or maintenance shall be conducted on the premises.

Insurance, Release and Indemnity: Tenant agrees that:

- ❖ They should secure insurance to protect all personal property against loss resulting from theft, fire, storm, and other casualties.
- ❖ Tenant understands and agrees that lessor is not liable for any damage to any personal property located or stored in the premises regardless of cause.
- ❖ Tenant agrees to indemnify, defend, and hold harmless lessor from and against all claims, liabilities and any other costs including court costs and attorney's fees arising out of:
 - a. Any harm to person or property resulting from the negligent or intentional acts or omissions of tenants or guests.
 - b. Any injury resulting from any breach of this agreement by tenant.
 - c. Tenant's failure to comply with any requirements imposed by any governmental authority.
 - d. Any judgment, lien or other encumbrance filed against lessor or the premises as a result of tenants actions.
- ❖ Tenant agrees that in consideration for using any common areas, tenant and guests shall assume all risks associated with the use thereof and shall hold lessor harmless and indemnify the same for any injury arising out of the use thereof.

Security: Lessor does not make any warranties, guaranties or representations regarding the security of the premises or common areas. Tenant agrees that:

- ❖ All tenants and guests are exclusively responsible for protecting themselves from crime, fire, and any other danger.
- ❖ Tenant release lessor from any and all liability for the criminal or intentional acts of others.
- ❖ That the front and rear door keys are for tenants only and should not be duplicated for their guests for security reasons.



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Tenants duties upon termination: Upon any termination of the tenancy, whether for breach or otherwise, tenant shall be required to:

- ❖ Pay all utility bills due for services to the property for which tenant are responsible.
- ❖ Vacate the property and removed all personal property, including garage and parking stall.
- ❖ Clean and repair the premises to the “same condition” it was at the beginning of the tenancy, less ordinary wear and tear as described in “What is expected of tenant moving out.”
- ❖ Not to remove any fixtures or furnishing
- ❖ Return all keys to the lessor no later than noon on the ending date.
- ❖ Provide lessor with a forwarding address to which the security deposit and rent statement for his/her personal taxes can be returned, if so entitled.
- ❖ Lessee must notify the lessor in writing **45 days** before vacating. This notice must provide before the 1st of the month that the property is to be vacated.
- ❖ If at any time during the term of this lease, lessee abandons the property, lessor may, at his option, bring an action to recover possession of the demised property, and such action as is equivalent to a demand for the rent.
- ❖ Lessor may, at his option, hold lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force.
- ❖ If lessor recovers any personal property after abandonment by lessee, lessor may consider it to also be abandoned, and may dispose of it in any manner lessor shall deem proper.

Default: In the event that tenant fails to comply with any of the terms and conditions contained herein or referenced hereto, or fail to perform any other promise, duty or obligation herein agreed to or imposed by law, such failure shall constitute a default under this agreement. In the event of a default by tenant:

- ❖ Lessor may with or without notice to tenant.
 - a. Terminate this agreement, or
 - b. Terminate tenant’s right to possession of the premises without terminating this agreement.
- ❖ Lessor shall be entitled to immediate possession of the property and tenant shall peacefully surrender the property to lessor upon its demand.
- ❖ Should tenant fail to surrender possession of the property, lessor shall re-enter and retake possession through an unlawful detainer.
- ❖ In the event that lessor terminates tenant’s right to possession without terminating the agreement, tenant shall remain liable for the full performance of all terms and conditions under this agreement.



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By signing this lease agreement, the tenant certifies that he/she had read, understood and agrees to comply with all of the terms, conditions, rules and regulations of this lease agreement including any addendums.

Landlord/agent: _____ Date: _____

Lessee: _____ Date: _____

Lessee: _____ Date: _____

Lessee contact information:

Home Phone:

_____ Cell: _____

Emergency contacts

1.

2.

Employment: _____

Previous Landlord



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Tenants Responsibilities and cause for Termination

We believe the more our tenants know about health and cause for termination it is our policy to inform you that you are responsible to keep the premise clean from the following from happening:

1. Cockroaches, bedbugs, and rodent
2. Excessive trash notices from city and additional fees
3. Excessive water usage notices from city and high balance

This may cause termination, rental increase or fines.

By signing the **Tenants Responsibilities and cause for Termination**, the tenants understand and agree to comply with all the terms and conditions.

_____ Date _____
Property management

_____ Date _____
Tenant

_____ Date _____
Tenant



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Bed Bug Addendum

The goal of this Addendum is to protect the quality of the rented unit's environment from the affects of bedbugs by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

1. Resident acknowledges that they have received and read the pamphlet which outlines how to detect bed bugs, how they spread, and how to prevent bed bugs.
2. Resident acknowledges the Owner/Agent has inspected the unit and is not aware of any bed bug infestation.
3. Resident agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.
4. If during the term of your tenancy bed bugs appear in the leased premise tenant acknowledges and agrees that all necessary treatments for your unit and other units that may be affected as a result, as well as any additional costs, expenses and losses will be at the tenant's expense.
5. Indemnification: Under no circumstances shall the Landlord and or agents be held responsible for any of the Tenant's losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Resident agrees to have personal property insurance to cover such losses.
6. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its agents from any actions, claims, losses damages, and expenses, including, but not limited to attorney's fee's t hat the Landlord may incur as a result of a bedbug infestation, inspection or treatment.

Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
2. I understand that purchases of used furniture and other personal items (clothing, luggage, etc) is the major source of infestations. I agree that I am fully responsible for all necessary treatments for my unit and other units that may be affected as a result, as well as any additional costs, expenses and losses will be at the my expense.
3. Failure to comply with provisions of this Addendum shall be a violation of the Residential lease agreement which may to lead termination.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

Resident Signature Date

Owner/Property Manager Signature Date



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Tenant Screening Application

NAOCHA INVESTMENTS, LLC
957 Reaney Ave.
St. Paul, MN 55106

A NON-REFUNDABLE \$35.00 (PER EACH ADULT) APPLICATION FEE TO COVER CREDIT REPORT AND OTHER PROCESSING COSTS MUST BE PAID IN ADVANCE. PROCESS GENERALLY TAKES 48 HOURS BUT CAN TAKE LONGER. PAID FEE DOES NOT GUARANTEE A RENTAL. ALL BLANKS MUST BE COMPLETED ON BOTH PAGES.

LEASE APPLICATION: Date: _____ Date of Birth: _____

Address Applied for _____

Rent\$ _____

First Name _____ Middle _____ Last
Name _____

Social Security # _____ DOB ____/____/____

Email _____

Home Phone (____) _____ Cell (____) _____
Work(____) _____

Present Address

Dates at this address: from _____ to _____

Rent \$ _____

Reason for moving

Owner/Manager _____ Phone _____

Previous Address

Dates at this address: from _____ to _____

Rent \$ _____

Reason for moving

Owner/Manager _____ Phone _____

Names of all persons who will be living at the residence applied for:

1. _____
2. _____



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3. _____
4. _____
5. _____

*****A separate application must be completed by each adult

Employer _____ Full-time ___ Part-time _____

Employment Dates: from _____ to _____

Immediate Supervisor: _____

Employer Phone (____) ____ - _____ Gross Monthly Income: \$ _____

Type of work: _____

Other Income Sources

Must provide recent copies documenting each source of income – include financial aid, social security, and self-employment

Checking Account (Y/N) _____ Savings Account (Y/N) _____

Have you ever filed bankruptcy? _____ If yes, what year: _____

Have you ever been evicted? _____ If yes, what year: _____

Vehicles:

Year Make Model License Plate Number

1. _____
2. _____
3. _____

Have you or anyone that lives with you, rented from Naocha Investments, LLC. previously?

Yes _____ No _____

References: Name, Address, Phone#

- | | |
|----------|-----------------|
| 1. _____ | Relation: _____ |
| 2. _____ | Relation: _____ |
| 3. _____ | Relation: _____ |
| 4. _____ | Relation: _____ |



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AUTHORIZATION FOR VERIFICATION, OBTAINING OF A CREDIT REPORT, AND REPORTING TENANT HISTORY. I, the undersigned, am an applicant to rent or lease a premise located at any address, and hereby authorize Naocha Investments, LLC to do the following in the course of processing my application:

Verification of all application information given by me to Naocha Investments, LLC.; Obtain credit report to be used by Naocha Investments, LLC for evaluation of past and present credit worthiness;

Report any and all past tenant history to Naocha Investments, LLC.; and Naocha Investments, LLC may report present and future tenant history to credit bureaus through an authorized agent.

I HEREBY AUTHORIZE THE FOLLOWING PERSONS OR ENTITIES TO RELEASE THE FOLLOWING INFORMATION TO PROFESSIONAL MANAGEMENT, INC. AND ITS MEMBERS:

- My credit history from any credit reporting agency;
- Any and all income information from present or former employers and/or any government agency;
- Any and all rental history from current and former landlords;
- Any and all other information from anyone else named by me (us) on the rental application.

Naocha Investments, LLC does not rent to felons, or sexual or violent offenders.

It is the policy of our office if you have outstanding collections or balances due for utilities or owed to landlords or rental agencies these must be paid off in full with written documentation from the agency prior to a decision being made regarding your application.

I DECLARE THAT THE INFORMATION GIVEN BY ME TO NAOCHA INVESTMENTS, LLC. IS TRUE, CORRECT, AND ACCURATE. I UNDERSTAND THAT NAOCHA INVESTMENTS, LLC. MAY TERMINATE ANY AGREEMENT ENTERED INTO IN RELIANCE ON ANY MISSTATEMENT MADE ON THIS TENANT SCREENING FORM.

DATE: _____

SIGNATURE _____

PLEASE PRINT NAME _____