

City of Winnebago
Rental Application Information

**The City of Winnebago duplex units are located at:
538 2nd Ave SW, 540 2nd Ave SW, 239 5th St SW, and 241 5th St SW,
Winnebago.**

Each duplex unit includes the following:

- 3 bedrooms
- 1 bathroom
- Living room
- Kitchen and dining area
- Basement utility room with washer and dryer hook-ups
- Unfinished basement storage area
- Patio door and patio area in back of duplex
- Attached single stall garage

A signed year lease is required. The tenant will be responsible for paying all utility bills in addition to rent, with the exception of water, sewer and minimum garbage service, which will be paid for by the City of Winnebago. The tenant will also be responsible for yard care and snow removal as described in the lease. The tenant will furnish and change the furnace filters each month during the term of the lease.

A sample of the duplex lease is attached to this rental application. Please read it thoroughly and call the City with any questions. All tenants will be required to sign and comply with the terms of the lease. **No pets are allowed and no smoking is allowed in the units.**

The duplex units are restricted to households whose gross incomes are no more than \$58,400.00 per year. There are no age restrictions on the rentals, and renters do not need to have minor children to qualify. However, preference will be given to those families who have minor children. Monthly rent is \$525.00, and a damage deposit of \$525.00 is required.

Household incomes can increase after occupancy. Income and employment verification will be required prior to occupancy and incomes will be monitored once each year for statistical purposes. This is a requirement of the Minnesota Housing Finance Agency. A copy of your 1040 tax form for the most recent year must be attached with your completed application. Applicants should be certain that they have answered all questions and provided all information that is requested in the rental application. Please be sure to sign your application. Unsigned applications will be discarded.

Applications will be considered in the order that they are received by the City of Winnebago. All applicants will be notified by mail at the address provided in their application of the status of their application. If you have any questions, please call City Hall at 893-3217

Application Check List

- Is your present landlord listed?
- Is the information for all adults listed?
- Did you completely fill in the Bank information including account numbers?
- Did you provide contact information and address for all references listed?
- Did you complete the Other Information section?
- Did you sign and date the disclosure?
- Did you fill in the To, From, Re portions of the personal reference verification sheet?
- Did you sign and date the personal reference verification sheet?
- Did you fill in the To, From, Re portions of the employment reference verification sheet?
- Did you sign and date the employment reference verification sheet?
- Did you fill in the To, From, Re portions of the landlord reference verification sheet?
- Did you sign and date the landlord reference verification sheet?
- Did you provide a copy of your 1040 tax form for the most recent year?
- Did you sign the Drug Free Housing Agreement?

City of Winnebago Rental Application

Full Name of Applicant (First Middle and Last) _____

Telephone _____

Social Security Number ___ - ___ - ___ Driver's License Number _____

Birth Date ___/___/___ How many persons will occupy this unit? Adults _____
Children _____

Present Address _____

City _____ State _____ Zip _____

How long have you lived at your present address? ___ years ___ months

Name of present Landlord _____ Telephone _____

Prior Address _____

City _____ State _____ Zip _____

How long have you lived at your prior address? ___ years ___ months

Name of prior Landlord _____ Telephone _____

Employer _____ Telephone _____

How long have you worked for this employer? ___ years ___ months

Position _____

Other Adult Information (If Applicable)

Full Name (First Middle and Last) _____

Birth Date _____

Social Security Number ___ - ___ - ___ Driver's License Number _____

Employer _____ Telephone _____

How long have you worked for this employer? ___ years ___ months

Position _____

**Please provide information for all adults who will live at location. Use another piece of paper if necessary

Bank Information

Bank Name _____ Telephone _____

Address _____

Checking Acct Number _____ Savings Acct Number _____

Personal References

Name	Relationship	Telephone
_____	_____	_____
	Address	
_____	_____	_____

Name	Relationship	Telephone
_____	_____	_____
	Address	
_____	_____	_____

Other Information

Number of household vehicles _____

Make/Model _____ Year _____ Plate No. _____ State _____

Make/Model _____ Year _____ Plate No. _____ State _____

Make/Model _____ Year _____ Plate No. _____ State _____

Have you ever been served an eviction notice or been asked to vacate a property you were renting? YES NO

Have you ever willfully or intentionally refused to pay rent when due? YES NO

Disclosure

I/We declare the foregoing information is true and correct, and I/We hereby authorize you to conduct a rental, credit, criminal history and employment check and to verify our references.

_____/_____/_____/_____/_____ _____/_____/_____/_____/_____

Applicant's Signature Date Co-Applicant's Signature Date

Personal Reference Verification

TO: _____

RE: _____
Name _____
Social Security Number _____

FROM: _____

Thank you for your prompt response. All information is confidential.
Please contact _____
at () _____ if you have any questions.

PERMISSION FOR RELEASE OF INFORMATION

You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.
Release: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances, which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

Signature Date

THIS SECTION TO BE COMPLETED BY APPLICANT'S PERSONAL REFERENCE

How long have you known the above named person(s)? _____

How do you know the above named person(s)? _____

If you were a landlord, would you rent to the above named person(s)? _____

If no, please explain: _____

Additional Comments, if any: _____

Signature _____
Print your name _____
Title _____
Address _____

Date _____
Tel. # _____

PENALTIES FOR MISUSING THIS CONSENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD, the PHA and any owner (or any employee of HUD the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use.

Penalty provisions for misusing the social security number are contained in the Social Security Act at 42 U.S.C. 208(f), (g) and (h). Violation of these provisions are cited as violations of 42 U.S.C. 408(f), (g) and (h).

Employment Verification

TO: _____

RE: _____
Name _____
Social Security Number _____

FROM: _____

Thank you for your prompt response. All information is confidential.
Please contact _____
at () _____ if you have any questions.

PERMISSION FOR RELEASE OF INFORMATION

You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.
Release: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances, which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

Signature Date

THIS SECTION TO BE COMPLETED BY EMPLOYER

Employee Name _____ Job Title _____
Presently Employed Yes ___ No ___ Date First Employed _____ Last Day of Employment _____
Current Wages/Salary \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____
Average # of regular hours per week _____ Year-to-date earnings \$ _____ through ___/___/___
Overtime Rate \$ _____ per hour Average # of overtime hours per week _____
Shift Differential Rate \$ _____ per hour Average # of shift differential hours per week _____
Commissions, bonuses, tips, other \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____
List any anticipated change in the employee's rate of pay within the next 12 months _____ Effective date _____
If the employee's work is seasonal or sporadic, please indicate the layoff period(s) _____
Additional remarks _____

Signature _____ Date _____
Print your name _____ Tel. # _____
Title _____
Address _____

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Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

Current/Former Landlord Verification

TO: _____

RE: _____
 Name _____

 Social Security Number _____

FROM: _____

Thank you for your prompt response. All information is confidential.
 Please contact _____
 at () _____ if you have any questions.

PERMISSION FOR RELEASE OF INFORMATION

You do not have to sign this form if either the requesting organization or the organization supplying the information is left blank.
 Release: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances, which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

 Signature

 Date

THIS SECTION TO BE COMPLETED BY CURRENT OR FORMER LANDLORD

Are you a relative or friend of the above named person? Yes No

If yes please describe relationship: _____

Dates of Occupancy From: _____ To: _____

Name/Address of Property: _____

Does the above named person(s) have a lease with you? Yes No

	Yes	No
1. Rent Payment		
A. Amount of monthly rent: \$ _____		
B. Was rent paid on time?	<input type="checkbox"/>	<input type="checkbox"/>
If no, how late was rent paid? _____ How often? _____		
C. Have you ever begun or completed an eviction proceeding for non-payment of rent	<input type="checkbox"/>	<input type="checkbox"/>
D. Do you provide any of the utilities for the unit?	<input type="checkbox"/>	<input type="checkbox"/>
E. Have tenant paid utilities ever been disconnected for non-payment?	<input type="checkbox"/>	<input type="checkbox"/>
2. Caring for the Unit		
A. Is/was the unit kept clean, safe and sanitary?	<input type="checkbox"/>	<input type="checkbox"/>
B. Has the above named person(s) caused any excessive damage to the unit?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, cost to repair \$ _____ How often? _____		
C. Has the damage been paid for?	<input type="checkbox"/>	<input type="checkbox"/>
D. Will (did) you keep any of the security deposit?	<input type="checkbox"/>	<input type="checkbox"/>
E. Was there any problem with insect/rodent infestation?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, was housekeeping a contributing factor?	<input type="checkbox"/>	<input type="checkbox"/>

Yes No

3. General Information

- A. Were unauthorized persons allowed to reside in the unit on a regular basis? Yes No
- B. Have the above named person(s), family members or guests engaged in criminal activity, including drug-related activity, on or near your property? Yes No
- C. Has the above named person(s) acted in a physically violent and/or verbally abusive toward neighbors or staff? Yes No
- D. Did the above named person(s) give the required notice to vacate, if applicable? Yes No
- E. Would you re-rent to the above named person(s)? If no, please explain: Yes No

Additional Comments, if any: _____

Signature _____ Date _____
 Print your name _____ Tel. # _____
 Title _____
 Address _____

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Penalty provisions for misusing the social security number are contained in the Social Security Act at 42 U.S.C. 208(f), (g) and (h). Violation of these provisions are cited as violations of 42 U.S.C. 408(f), (g) and (h).

Drug-Free Housing Agreement (Agreement)

Owner and tenant agree as follows:

1. Tenant, any members of the tenant's household or a guest or other person under the tenant's direction/control shall not engage in criminal activity, including control substance crimes, in the unit or elsewhere on or near the development as defined in Section 504B.171 of the Minnesota Statutes, or any substitute or replacement thereof. Control substance crimes are defined in Chapter 152 of Minnesota Statutes and mean the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Chapter 152 of Minnesota Statutes).

2. Tenant, any members of the tenant's household or a guest or other person under the tenant's direction/control shall not engage in any act intended to facilitate criminal activity, including control substance crimes, in the unit or elsewhere on or near the development.

3. Tenant, or any members of the tenant's household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including control substance crimes, regardless or whether the individual engaging in such activity is a member of the tenant's household, or a guest.

4. Tenant, or any members of the tenant's household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether in the unit or elsewhere on or near the development.

5. Tenant, any members of the tenant's household, or a guest or other person under the tenant's direction/control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, in the unit or elsewhere on or near the development.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE DEEMED A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Agreement shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of the violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

This Agreement, as part of the development's House Rules, is a legal and binding attachment to the lease.

Tenant's Signature

Date

Co-tenant's Signature

Date

Owner/Management Agent's Signature

Date

APARTMENT LEASE

This is a lease. This Lease is dated _____. It is a legal agreement between the Tenant and the Landlord to rent the Apartment described below. The word LANDLORD as used in this Lease means the The City of Winnebago. The Landlord's address is 140 Main Street South, Winnebago, Minnesota, 56098. The word TENANT as used in this Lease means _____ (all adult persons who will reside in the Apartment).

This Lease is a legal contract that can be enforced in court against the Landlord or the Tenant if either one of them does not comply with this Lease.

1. **Description of Apartment.** The Apartment is located at _____ in the City of Winnebago, County of Faribault, State of Minnesota on property legally described as follows:
SEE ATTACHED APPENDIX A
2. **Term of Lease.** This Lease is for a term of 12 months beginning on _____ at 12 o'clock a.m., and ending on _____ at 11:59 p.m.
3. **Rent.**
 - a. Amount. The rent for the Apartment is FIVE HUNDRED AND TWENTY-FIVE AND NO/100 Dollars (\$525.00) per month.
 - b. Payment. The rent payment for each month must be paid before the fifth day of each month beginning on _____ at Landlord's address. Landlord does not have to give notice to Tenant to pay the rent. Tenant understands that landlord will not accept a partial payment of rent.
 - c. Responsibility for Rent. Every Tenant listed above is individually responsible for paying the full amount of rent owed to Landlord.
4. **Security Deposit** The Tenant has given the Landlord \$525.00 as a security deposit which was due when the first lease was signed.

If Tenant fails to perform any term in this Lease, Landlord may use the security deposit for payment of money that Landlord may spend for damages that Landlord suffers because of Tenant's failure. The Landlord may use the security deposit to pay for any damage to the Apartment caused by the Tenant or the Tenant's guests. The security deposit may also be used to pay any rent that the Tenants owe to the Landlord at the end of the Lease.

The Landlord will pay the Tenant interest on the security deposit at the rate of 4 % per year as required by Minnesota Statutes Section 504.20. subd. 2. Landlord shall, within three weeks after (1) the end of the Lease term, and (2) receipt of Tenant's mailing address or delivery instructions, return the deposit to the Tenant, together with the interest due on the deposit. If the Landlord does not return the deposit within the three weeks, Landlord must give Tenant a written statement showing the specific reason for withholding part or all of the deposit. The Landlord may keep all or part of the security deposit (1) for rent or other money owed to the Landlord and (2) for damage to the Apartment beyond ordinary wear and tear.
5. **Quiet Enjoyment.** If Tenant pays the rent and complies with all other terms of this Lease, Tenant may use the Apartment for the term of this Lease.
6. **Use of Apartment.** The Apartment shall be used and occupied by no more than three (3) adult persons or five (5) total persons. The Apartment shall be used only as a private residence to live in and for no other purpose. The Tenant may not use the Apartment for any unlawful activity. The Tenant may not use the Apartment for the purpose of carrying on any business, profession or trade. In particular, Tenant agrees that (a) Tenant will not unlawfully allow controlled substances in the Apartment; and (b) the property and building in which the Apartment is located will not be used by the Tenant or others acting under his or her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any local, state, or federal law, including Minn. Stat. Chapter 152. The Tenant shall not act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of neighbors, or other Tenants in the building. Tenant may not keep animals or pets of any kind in the Apartment or on the property.
7. **Right of Entry.** Landlord and Landlord's agents may enter the Apartment at reasonable hours to repair or inspect the Apartment and perform any work that Landlord decides is necessary. In addition, the Landlord may show the Apartment to possible or new Tenants at reasonable hours during the last (30) days of the Lease term.
8. **Assignment and Subletting.** Tenant may not assign this Lease, lease the Apartment to anyone else (sublet), sell this Lease or permit any other person to use the Apartment. If Tenant does, Landlord may terminate this Lease as described in Paragraph 17 of this Lease. Any assignment of sublease made will not be effective.
9. **Utilities.** Tenant shall pay for all utilities provided to the Apartment except for water, sewer and garbage collection (as permitted under the City of Winnebago garbage collection policies) which will be provided at the Landlord's expense. Tenant shall not waste any utilities provided by Landlord.
10. **Maintenance and Repair.**
 - a. **By Landlord.** Landlord promises (1) that the Apartment is fit for use as a residence; (2) to keep the Apartment in reasonable repair during the term of the Lease, except when the damage was caused by the intentional or negligent action of the Tenant or Tenant's guest; and (3) to maintain the Apartment in compliance with the applicable health and safety laws except where the violation is caused by the Tenant or Tenant's guests.
 - b. **By Tenant.** Tenant promises, at Tenant's expense, to make all repairs and eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of the Tenant or the Tenant's family, agent or guests. Tenant shall comply with all sanitary laws affecting the cleanliness, occupancy and preservation of the Apartment, except where the Landlord is required by law to comply with

the sanitary laws (See Minnesota Statute Section 504.18). Tenant agrees to perform the following repairs and maintenance;

- i. Lawn mowing in compliance with City of Winnebago Ordinances.
- ii. Lawn and tree and shrub care, including watering and additional care as needed.
- iii. Snow removal.
- iv. Tenant will provide all light bulbs and will ensure that all light bulbs are in working order when Tenant moves out.
- v. Tenant will provide appropriate window coverings within one week of occupancy. Appropriate window coverings would include drapes, curtains, or blinds and does not include sheets, blankets or similar items not intended for use as window coverings.
- vi. THIS RESIDENCE IS NOW SMOKE FREE.

- 11. Alterations.** Tenant must obtain Landlord’s prior written consent to install any paneling, flooring, partitions or make alterations or to paint or wallpaper the Apartment. Tenant must not change the heating, electrical, plumbing, ventilation or air conditioning without the prior written consent of the Landlord.
- 12. Liability.** Landlord is not responsible for any damage or injury that is done to Tenant or his/her property caused by fire, water, explosion or any other cause in the Apartment. Landlord is not responsible for loss of any Tenant’s property from the Apartment or the building by theft or other cause.
- 13. Termination.** If Tenant wants to move out of the Apartment when the lease term ends, Tenant must give Landlord prior written notice at least thirty (30) days before the lease term ends. Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof but shall be terminated on 15 days’ written notice served by either Landlord or a 30 days’ written notice by Tenant on the other party.
- 14. Surrender of Premises.** Tenant shall move out of the Apartment when this Lease ends. When Tenant moves out Tenant shall leave the Apartment in as good of condition as it was when the Lease started, with the exception of reasonable wear and tear.
- 15. Abandonment.** If Tenant moves out of the Apartment before the end of this Lease, Landlord may bring a legal action to recover possession of the Apartment. The Landlord may rent the Apartment to someone else. Any rent received by Landlord for the re-renting shall be used first to pay Landlord’s expenses for re-renting the apartment and second to pay any amounts Tenant owes under this Lease. Tenant shall be responsible for paying the difference between the amount of rent owed by Tenant under this Lease and the amount of rent received by Landlord from the new tenant together with any court costs and attorney’s fees. If Landlord recovers possession of the Apartment after Tenant moves out, then Landlord may consider Tenant’s property in the Apartment to also have been abandoned. Landlord may then dispose of the personal property in any manner that the Landlord thinks is proper. Landlord shall not be liable to Tenant for disposing of the personal property.
- 16. Damage to Apartment.** If the Apartment is destroyed or damaged not due to the fault of Tenant or Tenant’s guests and the Apartment is unfit for use as a residence, Tenant is not required to pay rent for the time Apartment cannot be used. If part of the Apartment cannot be used, Tenant must only pay rent for the usable part. If the Apartment is damaged or destroyed, Landlord may terminate this Lease immediately and may decide not to rebuild or repair the Apartment. If the damage was not caused by the Tenant or the Tenant’s guest and the landlord cancels the lease, the rent shall be pro rated up to the time of the damage.
- 17. Default.** If Tenant does not pay the rent or other amounts when due or if Tenant violates any term of this Lease, Landlord may terminate this Lease. If Tenant does not move out, Landlord may bring an eviction action. If Tenant violates a term of this Lease, and Landlord does not terminate this Lease or evict Tenant, Landlord may still terminate this Lease and evict Tenant for any other violation of this Lease. If contraband or a controlled substance manufactured, distributed, or acquired in violation of Minnesota law is seized in the Apartment or on the property on which the Apartment is located, Tenant will be subject to a lawful search or arrest. If Tenant has no defense under Minnesota Statutes 609.5317, Tenant shall have no further right to possession of the Apartment and Landlord may bring an eviction action against Tenant.
- 18. Heirs and Assigns.** The terms of this Lease apply to the Tenant and Landlord. The terms of this Lease also apply to any heirs, legal representatives and assigns of Tenant or Landlord.

LANDLORD:

TENANT:

 for the City Winnebago

STATE OF MINNESOTA)
) ss
 COUNTY OF FARIBAULT)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of the City of Winnebago, a Minnesota City, on behalf of the City.

 (Signature of Person Taking Acknowledgement)

 (Title)

**THIS PAGE FOR OFFICE USE ONLY
DO NOT WRITE ON THIS PAGE**

Application Received	_____	_____
	Date	Time
	Person Contacted	Remarks
Present Landlord	_____	_____
	_____	_____
Prior Landlord	_____	_____
	_____	_____
Applicants Employment	_____	_____
Co- Applicants Employment	_____	_____
Bank	_____	_____
Reference 1	_____	_____
Reference 2	_____	_____
Other	_____	_____
Driver's License/Credit Bureau	_____	_____