

TERMS OF THIS LEASE

A. RENT

- PAYMENT:** RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the first day of each month while this Lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT.
- WHO IS RESPONSIBLE FOR RENT:** Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.
- DUTY TO PAY RENT AFTER EVICTION:** If RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent until: 1) the Apartment is re-rented; 2) the DATE THIS LEASE ENDS; or 3) if the Lease is month-to-month, the next notice period ends. If the Apartment is re-rented for less than the rent due under this Lease, RESIDENT will be responsible for the difference until the DATE THIS LEASE ENDS or, if the Lease is month-to-month, until the end of the next notice period.
- LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:** RESIDENT will pay a LATE RENT SERVICE CHARGE of eight percent (8%) of the overdue rent payment if RESIDENT does not pay the full monthly rent by the 5th day of the month. RESIDENT also will pay a fee of \$30 for each returned check.

B. USE OF APARTMENT

- OCCUPANCY AND USE:** Only the persons listed above as RESIDENTS may live in the Apartment. Persons not listed as RESIDENTS may live in the Apartment only with the prior written consent of MANAGEMENT. RESIDENTS may use the Apartment and utilities for normal residential purposes only.
- SUBLETTING:** RESIDENT may not lease the Apartment to other persons (sublet), assign this Lease or sell this Lease without the prior written consent of MANAGEMENT.
- RESIDENT PROMISES:** 1) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet, or to allow his/her guests to do so; 2) to use the apartment only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT'S insurance; 3) not to use or store on or near the Apartment any flammable or explosive substance; 4) not to interfere in the management and operation of the apartment building; 5) that the Apartment, common areas, or area surrounding the building will not be used by the RESIDENT or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess any illegal drugs.
- WATERBEDS:** RESIDENT may not keep a waterbed or other water-filled furniture in the Apartment without the prior written consent of MANAGEMENT.
- SATELLITE DISHES OR ANTENNAE:** The installation of satellite dishes or antennae is subject to special regulation and a separate set of rules. RESIDENT must contact management for a copy of these rules and requirements.
- PETS:** RESIDENT may not keep animals or pets of any kind in the Apartment without the prior written consent of MANAGEMENT.

C. CONDITION OF APARTMENT

- MANAGEMENT PROMISES:** 1) That the Apartment and all common areas are fit for use as a residential premises; 2) to keep the Apartment in reasonable repair and make necessary repairs within a reasonable time after written notice by RESIDENT except when damage is caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 3) to maintain the Apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 4) to keep the common areas clean and in good condition.
- RESIDENT PROMISES:** 1) Not to damage or misuse the Apartment or waste the utilities provided by MANAGEMENT or to allow his/her guests to do so; 2) not to paint or wallpaper the Apartment, or make any structural changes in the Apartment without the prior written consent of MANAGEMENT; 3) to keep the Apartment clean; 4) to give written notice to MANAGEMENT of any necessary repairs to be made; 5) to notify MANAGEMENT immediately of any conditions in the Apartment that are dangerous to human health and safety, or which may damage the Apartment or waste utilities provided by MANAGEMENT; 6) that when RESIDENT moves out, the Apartment will be left in good condition, except for ordinary wear and tear; 7) not to remove any fixtures or furnishings supplied by MANAGEMENT without the prior written consent of MANAGEMENT; 8) to assist Management in pest control procedures. Resident's participation in Management's pest control treatment program is MANDATORY. If Resident's unit is not ready when Management's pest control vendor is treating units, Resident may be required to pay a retreatment or second visit fee. Resident is required to comply with all requests for readying Resident's unit for pest control treatments which may include emptying cupboards, removing materials from under sinks or vanities, and other requests. Resident is also required to follow any recommendations or treatment control requests of Management's pest control vendor. Some pests, such as bedbugs, may require residents to dispose of or professionally clean (at high temperatures or with chemical treatments) personal property and fabrics. Resident is responsible for all costs of treating or removing personal property, furniture, mattresses, and fabrics needed to achieve effective pest control. Management will not reimburse or replace personal property that must be treated or eliminated. Failure to follow the requirements of Management's pest control vendor is a violation of the Lease and good cause for immediate termination of tenancy.
- SECURITY DEPOSIT:** Management may keep all or part of the security deposit; a) for damage to the Apartment beyond ordinary wear and tear; and b) for rent or other money owed to management.
- DESTROYED OR UNLIVABLE APARTMENT:** If the Apartment is destroyed or damaged so it is unfit to live in due to any cause, MANAGEMENT may cancel this Lease immediately and may choose not to rebuild or restore the Apartment. If the destruction or damage was not RESIDENT'S fault and MANAGEMENT cancels this Lease, rent will be pro-rated and the balance will be refunded to RESIDENT.

D. DURATION OF LEASE

- FAILURE TO GIVE POSSESSION:** If MANAGEMENT cannot provide the Apartment to RESIDENT at the start of this Lease, RESIDENT cannot sue MANAGEMENT for any resulting damages but RESIDENT will not start paying rent until he/she gets possession of the Apartment.
- MOVING OUT BEFORE LEASE ENDS:** If RESIDENT moves out of the Apartment before the DATE THIS LEASE ENDS, RESIDENT is responsible for rent and any other losses or costs including court costs and attorney's fees.
- TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If RESIDENT wishes to move out of the Apartment on the DATE THIS LEASE ENDS, RESIDENT must give MANAGEMENT prior written notice equal to the NOTICE PERIOD. If RESIDENT fails to give proper notice, MANAGEMENT may a) extend the lease for one NOTICE PERIOD and b) raise the rent. If RESIDENT stays in the Apartment after the DATE THIS LEASE ENDS with the approval of MANAGEMENT, and RESIDENT and MANAGEMENT have not renewed this Lease or entered into a new Lease, this Lease shall be extended under its original terms except a) the duration shall be changed to month-to-month, and b) MANAGEMENT may raise the rent.
- TERMINATION AND ALTERATION OF MONTH- TO-MONTH LEASE:** When the Lease is month-to-month, MANAGEMENT and RESIDENT may terminate the Lease only by giving the other party written notice equal to the NOTICE PERIOD. A notice to cancel a Lease is effective on the last day of a month. MANAGEMENT may Change any of the terms of a month-to-month Lease, including the amount of rent, by giving RESIDENT written notice at least equal to the NOTICE PERIOD.
- MOVING OUT OF THE APARTMENT:** RESIDENT will move out of the Apartment by 12:00 p.m. (Noon), when this Lease ends. If Resident fails to vacate the Apartment when this Lease ends, Resident may be liable to Management for a \$100 contractor rescheduling fee, and will be liable to Management for any resulting losses including, but not limited to, lost rent, court costs, and attorneys' fees.

E. RIGHTS OF MANAGEMENT

- EVICTION:** If RESIDENT violates any terms of this Lease, RESIDENT may be evicted immediately and without prior notice. If RESIDENT is evicted but does not move out voluntarily, MANAGEMENT may bring an eviction action. If RESIDENT violates a term of this Lease but MANAGEMENT does not sue or evict RESIDENT, MANAGEMENT may still sue or evict RESIDENT for any other violation of any term of this Lease. Under state law, a lawful seizure from any Apartment of any illegal object or substance, including drugs, constitutes unlawful possession of the Apartment by that RESIDENT, and is grounds for an automatic eviction.
- EVICTION AFTER PARTIAL PAYMENT OF RENT:** It is expressly agreed to between MANAGEMENT and RESIDENT that, pursuant to Minn. Stat §504.02 subd. 1 (c), acceptance by MANAGEMENT of less than the full amount of rent due from RESIDENT does not waive MANAGEMENT'S right to recover possession of the rental premises for nonpayment by RESIDENT of balance of rent owed MANAGEMENT.
- ATTORNEY'S FEES AND ENFORCEMENT COSTS:** If MANAGEMENT brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual attorney's fees, or other legal fees and expenses including fees paid to a collection agency, expenses, and court costs even if rent is paid after the legal action is started.
- MANAGEMENT'S RIGHT TO ENTER:** In accordance with applicable law, MANAGEMENT or its authorized agents may enter the Apartment at any reasonable time to inspect, improve, maintain or repair the Apartment, or do other necessary work, or show the Apartment to potential new RESIDENTS or buyers.
- MANAGEMENT'S LEGAL RIGHTS AND REMEDIES:** MANAGEMENT may use its legal rights and remedies in any combination. By using one or more of these rights or remedies MANAGEMENT does not give up any other rights or remedies it may have. Acceptance of rent does not waive MANAGEMENT'S right to evict RESIDENT for any past or existing violation for any term of this Lease.
- LEASE IS SUBJECT TO MORTGAGE:** The Apartment building may be mortgaged or may be subject to a contract for deed. RESIDENT agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to RESIDENT'S rights. For example, if a mortgage on the Apartment building is foreclosed, the person who forecloses on the Apartment building may, at their option, terminate RESIDENT'S lease.

F. LIABILITY OF RESIDENT AND MANAGEMENT

- DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:** MANAGEMENT is not responsible for any damage or injury that is done to RESIDENT or his/her property, guests or their property that was not caused by MANAGEMENT. MANAGEMENT recommends that RESIDENT obtain Renter's Insurance to protect against injuries or property damage.
- ACTS OF THIRD PARTIES:** MANAGEMENT is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under MANAGEMENT'S control.
- RESIDENT SHALL REIMBURSE MANAGEMENT FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by RESIDENT, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs MANAGEMENT has because of abandonment of the Apartment or other violations of the Lease by RESIDENT, such as costs for advertising the Apartment; 4) all court costs and attorney's fees MANAGEMENT has in any suit for eviction, unpaid rent, or any other debt or charge.
- WHEN PAYMENTS ARE DUE:** Any amount owed by RESIDENT is due when MANAGEMENT asks for it. MANAGEMENT does not give up its right to any money owed by RESIDENT because of MANAGEMENT'S failure or delay in asking for any payment. MANAGEMENT can ask for any money owed by RESIDENT before or after RESIDENT moves out of the Apartment.

G. MISCELLANEOUS

- FALSE OR MISLEADING RENTAL APPLICATION:** If MANAGEMENT determines that any oral or written statements made by RESIDENT in the rental application or otherwise are not true or complete in any way, then RESIDENT has violated this Lease and may be evicted.
 - BUILDING RULES AND ATTACHMENTS ARE PART OF THE LEASE; NO ORAL AGREEMENTS:** Any attachments to this Lease are a part of this Lease. If a term of any attachment conflicts with any term of this Lease, the attachment term will be controlling. MANAGEMENT'S building rules are a part of this Lease, and MANAGEMENT may make reasonable changes in these rules at any time by giving RESIDENT written notice. No oral agreements have been made. This Lease and its attachments and any other written agreements are the entire agreement between RESIDENT and MANAGEMENT.
 - NOTICES:** All RESIDENTS agree that notices and demands delivered by MANAGEMENT to the Apartment are proper notice to all RESIDENTS, and are effective as soon as delivered to the Apartment.
- ### H. CRIME FREE/DRUG FREE
- Resident, any member of the resident's household or a guest or other person affiliated with resident shall not engage in criminal activity, including drug-related criminal activity, on or near the premises.
 - Resident, any member of the resident's household or a guest or other person affiliated with resident shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
 - Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 - Resident, any member of the resident's household, or a guest, or other person affiliated with the resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the premises or otherwise.
 - VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.**

I. DISORDERLY USE

- Resident, members of the resident's household, guests, or other persons under the resident's control shall not engage in the following Disorderly Use activities: violations of state law relating to alcoholic beverages, trespassing or disorderly conduct; and violation of the City Code relating to prohibited noise.
- THREE DISORDERLY USE VIOLATIONS INVOLVING THE SAME TENANCY WITHIN A CONTINUOUS TWELVE MONTH PERIOD SHALL BE A SUBSTANTIAL AND MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.**

J. DEFINITIONS

- The term "criminal activity" means prostitution, criminal street gang activity, threatening, intimidating or assaultive behavior, the unlawful discharge of firearms, or any other criminal activity on or near the premises that jeopardizes the health, safety and welfare of the landlord, his agent, other resident, neighbor or other third party, or involving imminent or actual serious property damage.
- The term "drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or any substance represented to be drugs (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

K. NON- EXCLUSIVE REMEDIES

- The Crime Free/Drug Free and Disorderly Use provisions are in addition to all other terms of the lease and do not limit or replace any other provisions.

Notice: As required by Minnesota Statute, the publication *Landlord and Tenants: Rights and Responsibilities*, is written by and available to residents from the Minnesota Attorney General's Office.