

Lease for:

1. Parties Dwelling at [REDACTED]

By the lease agreement, made and entered on this date

By and between _____ herein called landlord and the following tenant(s):

Name _____	phone _____	e-mail _____
Name _____	phone _____	e-mail _____
Name _____	phone _____	e-mail _____
Name [REDACTED]	phone _____	e-mail [REDACTED]
Name _____	phone _____	e-mail _____
Name _____	phone _____	e-mail _____
Name _____	phone _____	e-mail _____
Name _____	phone _____	e-mail _____
Name _____	phone _____	e-mail _____
Name _____	phone _____	e-mail _____

Only the persons listed above may reside in the unit. Long-term guests/additional occupants cannot reside in the unit without the written permission of Management. An extra monthly charge of \$50 will apply for each additional occupant.

Where appropriate, singular terms used in this lease include the plural, and pronouns of one gender include all genders.

2. **Length of Time (Term):**

This lease shall begin September 1st, 2022 at noon and end at noon on August 24th, 2023. The landlord lease to tenant and tenant leases from landlord the above-described premise together with any and all appurtenances thereto, for a term of 12 months beginning September 1st, 2022.

3. **Rent:**

The tenant agrees to pay \$2,200.00 (Two-Thousand, Two-Hundred Dollars) per month. This amount is due on the first day of the month. All names listed as tenant(s) in paragraph 1 are liable (jointly and severally) for rent payments and any other payments due to the landlord. The total rent of the 12-month term here of is the sum of \$26,400.00 (Twenty-Six Thousand, Four-Hundred Dollars).

Payments are to be mailed to or paid on your online portal:

- A. **Who is Responsible For Rent:** Each tenant (signer of lease) is individually responsible for paying the full amount of the rent and any other money owed to landlord. In the event of multiple tenants, the full amount of the rent must be paid at one time by means of one check, cashier's check, or money order. If multiple means of payment are received, a \$5.00 processing fee will be charged for each additional mean.
- B. **Duty to Pay After Eviction:** If tenant is evicted due to violation of any terms of this lease, tenant must still pay the full rent until: 1) The premises is re-rented, 2) The date of this lease ends, or 3) If the lease is month-to-month, the next notice period ends.
If the premises are re-rented for less than the rent due under this lease, tenant will be responsible to pay the difference until the date this lease ends or if the lease is month-to-month, until the end of the next notice period.

C. **Additional Rent for Late Payments and Returned Checks:**

If tenant does not pay the full amount of rent shown in paragraph 3 by the 5th day of the month, the landlord may collect a fee of EIGHT percent of overdue rent on the 6th day of the month. The landlord may collect a fee of \$50.00 on the second or any additional time a check is not honored for payment. If two checks are returned for non-sufficient funds, the tenant must pay rent with money order or cashier's check. The charges shown in this paragraph are in addition to rent and should be paid together with the regular monthly rent payable by tenant.

4. **Security Deposit: \$2,200.00 (Two-Thousand, Two-Hundred Dollars)**

The tenant has deposited \$2,200.00 with the landlord. The landlord will hold this security deposit for the period tenant(s) occupies the unit. Tenant(s) understands that the deposit is not to be used for rent. After tenant(s) moves from the unit, landlord will determine amount to be refunded (if any). The amount will be determined in accordance with the following procedures:

- A. After the tenant(s) has moved from the unit, the landlord will inspect the unit and note any damages, etc. caused by the tenant.
- B. Landlord will refund to the tenant the amount of the security deposit subtracting any amount needed to cover the costs of:
 - 1. Unpaid rent
 - 2. Damages that are not due to normal wear and tear
 - 3. Cleaning of unit and carpets
 - 4. Charges for late payments and returned checks
 - 5. Charges for unreturned keys, as described in paragraph 9
 - 6. Non-approved pet charges of \$10.00 per day
 - 7. Extermination or pest control costs caused by tenant
 - 8. Improper or late non-renewal notice
 - 9. Administration costs to transfer utilities or failure to pay final utility bills at move out

The landlord agrees to refund the amount due within 21 days after the tenant has permanently moved out of the unit. If multiple tenants have signed this lease, the landlord may pay the refund to any one of the tenants. If tenant terminates lease before the end date listed in paragraph 2, security deposit will be forfeited.

5. **Utilities Paid By: Residents (R), or Landlord (L):**

Water/Trash/Sewer- **RESIDENTS**

Electricity – **RESIDENTS**

Gas –**RESIDENTS**

Other – **Phone, Cable (company is based on area unit is located)**

Tenant is responsible for contacting utility companies to put bill in tenant's name for those utilities tenant pays for (marked with an R above & where applicable) based on metered usage. [REDACTED]

If tenant fails to put utilities in their name by the move in date or if tenant fails to pay their final utility bill(s) in full at move out, an administration fee of \$125 will be charged.

Tenant(s) agree to split the cost of any common areas that are included on your apartment's meter(s) with the other units in the building. This means all common area utilities are split equally among the units in the building.

Note: Where landlord pays utilities, resident shall not install or use any additional appliances, such as freezer, space heater, additional refrigerator, electrical heater, air conditioner, etc., not originally furnished with premises, which will increase utility costs, without prior written consent and additional charge by landlord. If such appliance(s) is

used without prior consent, a minimum charge of \$100 will be due immediately for each violation and the unauthorized use shall be terminated immediately.

Landlord will not be responsible for any problems that may occur with phone or cable lines. All phone and cable services, repairs, etc. are between tenant and phone or cable company. No satellite dishes are allowed to be used or installed at the property.

Tenant agrees to place and remove trash carts from the curb on pick-up days. Tenant agrees to recycle properly as stated by City. Tenant will be fined for any lost recycling privileges. Tenant responsible for correcting improper garbage or recycling issues as stated on tags/information left by the City.

Additional Agreements (if any): No application fee with student ID, \$1000 security deposit contingent upon signing the lease before 10/31/21.

One Time Admin Fee \$ 25 /Per Tenant \$ 100 /per group

Parking Fee \$ ____ Per Month/ # of Spots: ____

Cat Fee \$ ____ /Per Month Pet Rent \$ ____ Non-Refundable Pet Registration

Dog Fee \$ ____ /Per Month Pet Rent \$ ____ Non-Refundable Pet Registration

Tenant Initials for Acknowledgement of Additional Agreements: (if any):

6. **Keys and Locks:**

The tenant agrees not to change or install additional locks. Landlord will provide 1 set of keys to each tenant, and NA keys to the garage, where applicable. If tenant requests any additional keys to be made the landlord will charge the tenant \$10 for each key made. There will be a \$50 per incident charge for tenants locked out of their apartments. The landlord will charge to change locks if all keys are not returned upon move out of the unit.

7. **Failure to give possession:**

If landlord cannot provide the premises to tenant at the start of this lease, tenant cannot sue landlord for any resulting damages. Tenant will not start paying rent until tenant gets possession of the premises.

8. **Condition of Dwelling Unit:**

By signing this agreement, the tenant acknowledges that the unit is in safe, clean, and good condition. The tenant agrees that all appliances and equipment in the unit are in good working order. The tenant also agrees that the landlord has made no promises to decorate, alter, repair, or improve the unit unless a written agreement signed by both the tenant and the landlord has been attached to the end of this lease, or in additional agreements.

9. **General Restrictions: (Violation of any of the following may result in eviction and forfeiture of deposit.)**

Tenant agrees to:

- A. Live in the unit and use the premises only as a private dwelling for the individuals listed in paragraph #1.
- B. Not sublet or assign the unit or any part of the unit without written permission from the landlord. Sublet fee is \$250 per person and sublet must sign this lease.
- C. Not use the unit for any unlawful purposes.
- D. Not have any pets or animals of any kind in the unit (unless specified by landlord in writing).
- E. Not make or permit noises or acts that will disturb the rights or comfort of neighbors
- F. Not violate any City Ordinances.

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10. **Personal Property:**

Landlord is not responsible for any damage or injury that is done to the tenant, their property or guests or guest's property. Landlord recommends that tenant obtain renter's insurance to protect against injury or property damage.

11. **Off-Street Parking:**

- A. Landlord shall not be responsible to the tenant or others for any cost or damage to them by reason of inaccessibility to and from parking spaces.
- B. Any motor vehicle producing a hazard or parked as storage, which shall be determined at the discretion of landlord, will be towed at vehicle owner's expense.
- C. Vehicles are prohibited from parking in the yard and must be parked on a paved surface. Vehicles parked in the yard will be towed at vehicle owner's expense.

12. **Right of Entry by Landlord:**

The landlord and Landlord's authorized agent may enter the unit at any reasonable time according to Minnesota law and the following paragraphs: A) The RESIDENT agrees to permit the LANDLORD, LANDLORDS authorized agents, or other persons authorized by LANDLORD, to enter the unit for purposes of making repairs, leasing and performing inspections. Refusal by the RESIDENT to do this may require the RESIDENT to pay another month of rent if the unit cannot be rented. B) If the RESIDENT moves before this Agreement ends, the LANDLORD may enter the unit to decorate, remodel, or otherwise alter to prepare the unit for re-occupancy without waiving the duty of the RESIDENT to pay rent.

13. **Maintenance:**

- A. The tenant agrees to:
 - 1. Report maintenance issues to landlord as soon as possible.
 - 2. Follow house rules and regulations (see attached addendum).
 - 3. Tenants should not paint; any painting concerns need to be addressed with management.
- B. The landlord agrees to:
 - 1. Maintain the unit in a safe and working order.
 - 2. Make necessary repairs with reasonable promptness.

14. **Damages:**

- A. Whenever damage to the unit or common area is caused by carelessness, misuse, or neglect on part of the tenant or tenant's visitors, the tenant is to pay:
 - 1. The cost of all repairs upon receipt of the landlord's demand for the repair charge.
 - 2. Rent for the period the unit is damaged whether the unit is habitable or not.
- B. Right to repair damage:
 - 1. Upon inspection and discovery of damage, landlord shall have the right to perform any repair required or hire a contractor to correct damage.
 - 2. Destroyed or unlivable premises: If the premises are destroyed, damaged or deemed unfit to lease due to any cause, landlord may cancel this lease immediately and may choose not to rebuild or restore the premises. If the destruction or damage was not tenants fault, and landlord cancels this lease, rent shall be pro-rated and any remaining balance will be refunded.
- C. Prior to move-out:
 - 1. Three weeks prior to lease end date, your residence must be cleaned and all repairs completed so that the unit is ready for move-out pre-inspection. Management reserves the right to enter unit after this time to complete cleaning and repairs at tenant's expense to ready the unit for the next lease. Management reserves the right to enter unit after this time to complete any needed renovations for future tenants, or anytime during the term of tenancy if unit is deemed unrentable for future tenants.

15. **Hazards:** The tenant shall not undertake or permit guests to undertake in any hazardous acts or do anything that will increase the unit's insurance premiums.

16. **Rules and Regulations:**

A. No Parties Allowed:

Tenant understands that parties, kegs, noise complaints or any other gathering the defines as an unlawful assembly are strictly prohibited. If police, neighbor complaint, or private security call is made, or a citation is given on the premises, to any person, even if that person is not a tenant, the tenant agrees to pay \$125 per month for fines for each separate occurrence. Tenant will also be charged \$80 per month for security patrolling that is necessary due to parties. In addition, the entire security deposit may be forfeited and landlord may evict tenant for violating the terms and/or other conditions of this lease. The tenant and their cosigners shall be responsible for any loss suffered by landlord due to actions of

tenant. Tenant shall remain responsible when evicted by cause, as provided for in the lease, for payment of rent. A noisy assembly or "loud noise complaint" is grounds for both a fine and eviction. Tenant is responsible for actions of guests/visitors while on premises.

B. The following activities will not be allowed on the premises at any time: making, selling, possessing, purchasing or allowing illegal drugs; illegally using or possessing firearms; allowing stolen property; or allowing prostitution or related activities. A tenant violating this law loses the right to the rental property. Tenants shall be responsible for the failure of their guests to comply with this rule.

C. Possession and/or consumption of alcoholic beverages must be in full compliance with local, state, and federal laws and regulations.

D. Fire warning devices and safety equipment are for use only in emergencies. The sound of a fire alarm should be taken seriously, and tenant should exit the building. Intentionally sounding an alarm (except in an emergency situation) or tampering with room and hall fire extinguishers and smoke alarms, sensors, or detectors is a felony offense, and any person responsible will be subject to prosecution.

17. **Termination of Tenancy:**

A. The tenant must give written notice of intent to renew or nonrenew the lease on the end date listed in paragraph 2 by (one of the following must be circled/starred by the Landlord):

*1. ****SEPTEMBER 15th, 2022.

If the tenant does not give the full-required notice, the landlord will have the option of continuing this lease, at the Landlord's new terms, on a month-to-month basis from the expiration of this lease. Tenants that are on a month-to-month lease will pay a \$50 fee per month in addition to rent and be required to give a 60-day written notice to vacate. Failure to give proper written notice will result in deposit being forfeited.

	Improper notice/Re-rental Fee			
	(for 9/5 Availability)			
	# of days late			
	<u>0-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>91+ Days</u>
Room	\$0	\$0	\$100	\$200
Studio	\$0	\$0	\$100	\$200
1 Bedroom	\$0	\$100	\$200	\$300
2 Bedroom	\$0	\$100	\$200	\$300
3 Bedroom	\$100	\$200	full dep	full dep
4 Bedroom	\$200	\$300	full dep	full dep
5+ Bedrooms	\$300	\$400	full dep	full dep

B. The landlord may terminate this agreement for any noncompliance with the terms of the agreement by filing an eviction action complaint, also known as an unlawful detainer, with the County court house to have tenant evicted from unit.

C. If tenant defaults under this agreement, tenant will pay to landlord all reasonable attorney's fees and court costs incurred by the landlord to enforce its rights under the lease agreement regarding such default. If the premises are re-rented for less than rent due under this lease, tenant will be responsible to pay the difference until the date this lease ends or if this lease is month-to-month, until the end of the next notice period. **Tenant will pay all costs of collecting.**

D. Should the tenant fail to pay rent when due, or should the tenant violate any terms or conditions of any part of this agreement, the landlord shall have the right and option to terminate tenancy and upon notice specifying the default, re-enter and take possession of the unit as provided by law.

If tenant terminates lease before the end date listed in paragraph 2, security deposit will be forfeited.

18. **Eviction after partial payment of rent:**

It is expressly agreed to between Landlord and Tenant(s) that, pursuant to Minn. Stat. §504B.291, subd.1(c), acceptable by Landlord of less than full amount of rent due from Tenant(s) does not waive Landlord's right to recover possession of the rental premises for nonpayment by Tenant(s) of balance of rent owed Landlord.

19. **Default:**

The landlord shall have the option of pursuing any deficiency caused by default under this agreement by the tenant in court.

20. **Changes in Rental Agreement:**

The landlord may change the terms and conditions of this lease, and changes will become effective only at the end of the initial term or a successive term.

21. **Moving Out Procedures and Check List:**

- A. Tenant agrees to follow all moving out procedures on checklist that will be provided before the end of the lease. Tenant will be charged \$500 if all belongings are not out of the unit by noon on lease end date. Tenant will also be charged \$200 per day until all belongings are removed.
- B. Any items left behind by the tenant will be stored at the tenant's expense of \$10.00 per day for a maximum of 60 days after move out. Failure to make arrangements to collect your belongings after the 60-day storage period will result in disposal of belongings.

22. **Entire Agreement Modification:**

This written lease agreement constitutes the complete agreement between parties and supersedes prior deals or written agreements between the parties regarding the lease premises. There are no verbal agreements that change this agreement and no waiver of its terms will be effective unless in writing executed by both parties.

The tenant certifies that he/she has received a copy of this agreement and any following attachments to this agreement and understands that these attachments are a part of this agreement.

23. **Extermination and Pest Control**

Tenant acknowledges that at the date of move-in the unit is pest and rodent free. If during tenancy the tenant notices any type of pest or rodent, they must immediately contact management so that extermination measures can start. Tenant may be responsible for any or all costs associated with extermination or rodent control if management deems that tenant's actions or neglect led to, caused or accelerated the pest or rodent problem. Tenant may also be responsible for costs if it is determined that they are hindering the extermination process by failing to keep the unit clean or failing to remove trash or recycling from the unit in a timely manner. Tenant may NOT bring into the unit any furniture, bedding, clothes or other items that have not been in their previous possession without the landlord's consent. Do not use couches, bedding, mattresses, chairs etc. that have been abandoned or purchase used items via Craigslist or similar Internet sites that have not been inspected by management.

24. **Disclosure of Information on Lead-Based Paint**

Lead Warning Statement – Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessee/tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor Disclosure – Lessor has no knowledge of lead-based paint hazards in the housing. However, due to the age of the building, it is highly possible.

Lessor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. Lessee/tenant has received the pamphlet Protect Your Family From Lead in Your Home.

Tenants may contact the Minnesota Attorney General for information regarding the rights and obligations of owners and tenants under state law. The Attorney General may be contacted at: 1400 NCL Tower, 445 Minnesota Street, Saint Paul, Minnesota 55101 or by calling (651) 296-3353 or 1-800-657-3787. TTY: (651) 297-7206 or TTY: 1-800-366-4812.

House Rules and Regulations Addendum

The tenant agrees to: (If any of the following are not to Management's satisfaction, Management may assist with compliance and charge tenant.)

1. Keep the unit clean.
2. Keep hallways and stairwells clean.
3. Not store any personal belongings in basement or common areas.
4. Use all appliances, fixtures, and equipment in a safe manner and only for the purposes that they are intended. This includes running dehumidifiers provided from management only during the summer months (June 1 to August 31).
5. Not have any sign, illuminations, advertisements, notices or any other lettering inscribed, painted, affixed, or exposed on or at the window or any part of the outside of the building without prior written consent of landlord.
6. Not have any television, satellite dish, or radio antennas, wiring, awning or other projections attached to or extended from the outside walls of the building or placed on the roof.
7. Not litter on grounds.
8. Change the furnace filters (when applicable) during the winter months on a monthly basis.
9. Not destroy, deface, damage, or remove any part of the unit.
10. Give landlord prompt notice of any defects or necessary repairs of the unit.
11. Remove garbage and other waste from the unit in a clean and safe manner.
12. Remove snow and/or ice from the sidewalk and steps within 4 hours of snowfall, mow lawn, maintain grounds, and keep yard free of all debris (the rental amount in paragraph 3 has been discounted \$50 per month for this service).
13. If snow removal of parking area is not responsibility of tenant, vehicles must be moved from parking lots the morning following snowfall. Tenant must register all vehicles with landlord. Unregistered vehicles may be towed. Any vehicle left on lot on mornings after snowfall will be subject to re-plow fines and/or towing.
14. Not put holes in walls or woodwork. (Permanent anchors have been provided in the walls. If you do not have anchors, please call).
15. If tenant smokes in unit, landlord may charge tenant for repainting due to smell and yellowing of walls and ceilings.
16. Not burn candles, incense, etc. in unit that may cause damage to walls, ceilings, etc.
17. Have felt pads under legs and/or frames of all furniture if on hardwood floors to prevent scratching of wood. Failure to keep pads under furniture may result in resurfacing charges of \$2.50 per square foot with a minimum area of one room.
18. Keep storm windows closed while not on premises for your own safety and to prevent unexpected rain from damaging windowsills, floors, etc. Tenant will be charged for damage resulting from storm windows not being kept closed.
19. Not have waterbeds on premises.
20. Not allow pets or "visiting" pets in the unit.
21. Not do any open oil cooking. When cooking with oil, it must be covered at all times to prevent oil grease from splattering on walls, cabinets, ceiling, etc.
22. Not disconnect smoke alarms. \$50.00 will be charged for each time alarms need to be reconnected and an additional \$30 if alarm is missing.
23. Take extra care when moving furniture in and out of building to prevent door damage, wall gouges, etc. Tenant will be charged for damages as a result of moving.

24. Not flush anything down toilets except toilet paper. A charge of \$75 will be assessed to unplug toilet. Any toilet, sink, or tub unplugging will be charged to tenant.
25. Use supplied area and runner rugs on hardwood floors to prevent excessive wear.
26. Not allow anyone on rooftops, porch tops, etc. You will be charged a \$500 fine if this rule is violated.
27. Hang and overlap 3 shower curtain liners in tub where square shower curtain surrounds are installed to prevent water from hitting the floors and walls.
28. Use light bulbs that are 60 watts or less in all enclosed/globed light fixtures.
29. Keep bikes stored and locked in porches, basements, entries, etc. Please do not bring bikes upstairs or into building where tires will mark walls or mud, salt, etc. will be left on carpet or hardwood flooring.
30. Properly notify landlord if the power goes out or your refrigerator fails to operate properly. If refrigerator does fail, get your perishable food to another refrigerator. If you cannot find another refrigerator, storage in landlord's office freezer and refrigerator can be arranged. You will not be reimbursed for any spoiled or ruined food.
31. Not use cooking grills or burners on porches or within 15 feet of building.
32. Do not allow children to play in apartment building common areas.
33. If you are in a building with a parking lot that requires a parking permit and vehicle registration, you are liable to get towed unless you comply. Subletors must also be made aware BOTH vehicle information and parking permits are required.

ANIMAL ADDENDUM / PET RIDER

NON-REFUNDABLE FEES for 2021/2022: \$200 per Dog, \$100 per Cat, \$40/dog a month in pet rent, \$20/cat a month in pet rent (2 Pet maximum per unit.)

If management approves tenant for a pet, tenant agrees and acknowledges that this privilege can be taken away at any time or for any reason during their tenancy per managements' discretion. Tenants must display responsible pet-owner behavior and if at any time management receives a complaint/report regarding noise, failure of tenant to pick up after pet or aggressive pet behavior management can/will have the pet removed from the property at tenants' expense. Management may require any or all of the following items, at tenants' expense, before approving a pet or at any time during the pets tenancy: current vaccination records, contact information for primary Veterinarian and DNA sample(s) if needed to cross-reference pet waste that is not being properly picked up. Tenants can be fined up to \$250 for failure to pick up after their pet.

25. **Signatures:
Tenant(s)**

sign date

sign date

sign date

sign date

sign date

sign date

sign date

sign date

sign date

sign date

sign date

sign date

Landlord

sign date