

HOUSING AGREEMENT

This Housing Agreement is entered into on Nov 04, 2022, between [REDACTED] (“Resident”) and SSC Dinkytown Apartments LLC (“Owner”) and is binding only when signed by Owner’s agent.

Start Date: August 26, 2023

Unit Type: 2 BEDROOM, 2 BATH DOUBLE

End Date: August 09, 2024

Initial Apartment/Bedroom [REDACTED]

NUMBER OF BED SPACES: 1

Housing Installment Rate \$589.00

Payment Schedule:

12 payments of \$589.00 each, due on the dates shown in paragraph 2

Total Rent: \$7,068.00

Administrative Fee: \$150.00

Security Deposit: None

This Housing Agreement grants a limited license to Resident to access and make personal (shared, if a “double occupancy” unit type is selected) residential use of one assigned bedroom space (unless multiple bedrooms are expressly listed above, as further described in paragraph 27) in an apartment, together with its standard installed fixtures, plus use of accompanying unit common areas, fixtures, furnishings and appliances in the assigned apartment, at the property known as “Venue at Dinkytown” in Minneapolis, Minnesota (the “Property”) between the Start Date and End Date listed above. Resident is initially assigned to the bedroom space and apartment identified above (see floor plan available in the management office or at venueatdinkytown.com for designation of bedroom spaces); if the space is not immediately identified or assigned, or if it is identified as “to be assigned” “TBA” or “TBD,” this Housing Agreement is binding and Owner will assign an apartment and bedroom matching the identified unit type prior to move-in. Only the named Resident may occupy the assigned space (together with the other assigned resident of a double-occupancy bedroom, as applicable). Resident will occupy only the assigned bedroom space and no other bedroom within the apartment. Resident will not allow another person to use a bedroom space or apartment in place of or in addition to Resident, whether for compensation or otherwise, and will not offer to do so through advertising or listings. For all unit types other than a studio or a single-occupancy one-bedroom apartment, this Housing Agreement is for use (shared, if double occupancy is selected) of one bedroom (and adjoining bathroom where applicable) located within a multiple-bedroom apartment, in which multiple occupants share one common area, fixtures and appliances. Owner will attempt to assign the other bedroom(s) to person(s) requested by Resident but may contract with others of Owner’s choosing for the other bedroom(s) within the apartment, without notice to Resident. If this Housing Agreement is executed by more than one person identified as “Resident,” then all obligations are the joint and several obligations of all such persons and “Resident” will refer to all such persons both individually and collectively. **This Housing Agreement includes the terms below and continues through page 9, including arbitration provisions contained in paragraph 28.**

Note: Resident agrees to provide either of the following within seven days after signing and prior to move-in (or, if Resident is already in possession of the bedroom space, then prior to the Start Date): (1) a signed Guaranty by a Guarantor acceptable to Owner, or (2) prepayment of the final two installments indicated above. This obligation is an element of Resident’s performance and not a condition precedent. Failure to provide one of the above will not release Resident from financial responsibility but will entitle Owner, at its option, to delay move-in or terminate for non-performance, following written notice.

I have carefully read, fully understand and voluntarily sign this Housing Agreement. Once fully signed, this is a binding contract and is intended to be enforceable under its terms. I have had the opportunity to seek independent legal advice. I acknowledge that upon execution by Owner (through its authorized agent), this Agreement will be effective and binding upon me and all permitted successors.

SEE BELOW FOR ELECTRONIC SIGNATURE
Signature of Resident

ACCEPTANCE OF OWNER:

SSC Dinkytown Apartments LLC

By: SEE BELOW FOR ELECTRONIC SIGNATURE
Authorized Agent date

This Housing Agreement includes the following terms:

- 1. **Term.** Resident will have access to the Property and the assigned bedroom space and apartment as of 1:00 pm on the Start Date, and this access will end as of 12:00 Noon on the End Date (the “Term”), unless early arrival or late departure is approved by Owner in writing, at additional cost to the Resident.



2. **Payment.** Resident accepts financial responsibility for the full Term of the Housing Agreement, regardless of whether the assigned bedroom space is occupied for the full Term or at all. Resident agrees to make full and prompt payment to Owner according to the payment schedule specified below, without demand of Owner, together with all additional charges or fees applicable under this Housing Agreement. **The Total Rent stated above is a fixed price for the entire Term and is payable in equal installments for convenience; there is no proration or adjustment for any partial month.** Payment may be made by personal check, money order or cashier's check, or in Owner's discretion by credit card, check card, electronic check, or by direct bank transfer, provided that Owner reserves the right to charge processing fees as appropriate for such payment methods. Cash will not be accepted. If any payment is returned unpaid, Owner may require Resident to make future payments by certified funds. Payment (including by mail) is deemed made only when actually received by Owner or its agent, subject to clearance of funds. Resident's payment obligation is a promise by Resident which is independent from all of Owner's and its agent's promises, duties and obligations. To cover Owner's added costs for **late payment**, each payment will be increased by **\$30** as a late charge if not received by the close of business within two calendar days following the date due, and will be increased by an additional **\$5 per day** thereafter (for up to 25 days) until paid in full, provided that the late charge will not exceed eight percent (8%) of the past due payment. At Owner's option and without notice to Resident, any amounts owed by Resident, including but not limited to late charges, returned check fees, utility overages, damage or replacement costs, and any amount owed by Resident to Owner under a separate agreement, will be considered Rent under the terms of this Housing Agreement. In the event any payment is past due, Owner may take legal action for possession and payment and Resident will be responsible for all legal fees and costs in connection with such action. To cover Owner's added costs for processing of payments that are dishonored or returned due to insufficient funds, each such payment will be increased by \$50 as a returned payment charge and will not be considered paid until valid payment has been received. Payment should be mailed or delivered to **Venue at Dinkytown, 428 13th Avenue SE, Minneapolis, MN 55414**. Acceptance by Owner of any payment shall not constitute a waiver of Owner's right to terminate this Housing Agreement and/or claim any damages. Unpaid charges past due more than 30 days will bear additional interest at 8% per annum, as allowed by law, from such date through the date of payment in full.

Payment will be due without proration as follows:

1 st day of August 2023	\$589.00	1 st day of February 2024	\$589.00
1 st day of September 2023	\$589.00	1 st day of March 2024	\$589.00
1 st day of October 2023	\$589.00	1 st day of April 2024	\$589.00
1 st day of November 2023	\$589.00	1 st day of May 2024	\$589.00
1 st day of December 2023	\$589.00	1 st day of June 2024	\$589.00
1 st day of January 2024	\$589.00	1 st day of July 2024	\$589.00

3. **Owner; Agent.** The Owner of the Property is SSC Dinkytown Apartments LLC. Owner has appointed The Scion Group LLC ("Manager") as its property management agent, authorized to act on behalf of Owner, including for purposes of service of process and receiving or receipting notices or demands. Written correspondence to Owner or its agent should be mailed to: **428 13th Avenue SE, Minneapolis, MN 55414**.
4. **Assignments.** Apartment and bedroom space assignments are made, and may be changed, only by Owner or its agent. **Change requested by Resident:** Resident may request to change assignments to a different apartment. Such change requests by the Resident are only effective upon written approval by Owner in its discretion, subject to the following preconditions: (a) Resident must be in good standing under the Housing Agreement; (b) Resident must prepay a \$200 reassignment fee (refunded if the request is declined); (c) Resident and Owner must sign a written confirmation of the change in assignment, including Resident's agreement to pay the prevailing rate for the new assignment, pro-rated to the date scheduled for relocation; and (d) relocation must be completed within 48 hours or charges will apply on both spaces. **Change by Owner:** Owner reserves the right to relocate Resident to another equivalent bedroom space or apartment at the Property for any reason (*e.g.*, roommate conflict, urgent maintenance, etc.) upon at least three days' notice. In such case, if the new Owner-assigned space carries a lower rate, Resident's charges will be pro-rated and reduced accordingly; if the new Owner-assigned space carries a higher rate, Resident will continue to pay the rate under this Housing Agreement and will not be charged the higher rate. Failure to relocate within the time provided by Owner will be considered a material breach and may also result in charges applying for both spaces.
5. **Termination; Subletting/Delegation.** Once this Housing Agreement is signed by Owner and Resident, Resident can terminate occupancy by providing written notice to Owner and by fully vacating the premises, **provided that in all cases Resident will remain fully responsible for the Total Rent that would have accrued under this Housing Agreement, through the end of**



the full original Term. No exception can be made for financial hardship, academic changes, family matters, medical issues, roommate conflict or any other reason. Any charges associated with damage to a bedroom space, apartment or the Property or Resident's failure to vacate completely upon termination, will be payable in addition to the foregoing amount. After such termination, Owner will use its commercially reasonable efforts to contract with other individuals for the use of all available bedroom spaces, including the bedroom space vacated by Resident; if and when all such available bedroom spaces at the Property are fully assigned and occupied and no bedroom spaces remain vacant, Resident will receive a credit equal to the remaining charges that would have accrued under this Housing Agreement, prorated from such date through the end of the original term hereof, less a \$200 cancellation/marketing fee which is in addition to all other charges provided herein. Resident understands that due to the nature of student housing, successful mitigation is highly unlikely; therefore, Resident will be responsible for remaining scheduled rent, subject to potential credit for mitigation as described above, and Owner may apply all prepaid amounts (if any) toward Resident's obligation. Resident may not assign or transfer Resident's interest in this Agreement, or any part hereof, nor sublet Resident's right to use the Property, apartment or bedroom space, or any part thereof, nor provide keys to any other person. However, in Owner's sole discretion, Resident may delegate his or her right to use the Property to another person pursuant to Owner's approved delegation form, signed by all parties, if Resident is in good standing under the Agreement and pays to Owner a delegation fee of \$200.

6. **Move-in; Inspection; Delay.** Before Resident may access or occupy the premises, any required installments or other payments then due (including any Administrative Fee, which is earned and payable upon mutual execution of this Agreement) must be paid in full with cleared funds and guaranty or prepayment requirements satisfied. Immediately preceding Resident's taking possession of the assigned bedroom space (and any re-assigned bedroom space), Resident will conduct an inspection of the assigned bedroom space and apartment and will note on the Check-In/Check-Out Inspection Report ("Inspection Report"), which upon completion and approval by Owner will become part of this Agreement, any defects, damage or other conditions observed. Owner's approval of the Inspection Report will be conclusive evidence of existing defects, damage and conditions and of a full inventory of fixtures. If Resident fails to conduct the inspection and/or provide a signed Inspection Report to the Owner, then Resident waives the right to dispute any assessment of damages to the bedroom space and/or apartment. Upon Resident's move-out (or, as applicable, following the move-out of all residents of an apartment) at the termination of this Agreement, Owner will note the then-present condition of the assigned bedroom space and apartment, including all appliances and fixtures, and any damages incurred and/or extraordinary cleaning deemed necessary by Owner or extraordinary wear as determined by Owner. Resident will promptly pay all costs of restoring the bedroom space and apartment to the same condition upon move-in, less normal wear, and is encouraged to inspect the bedroom space and apartment with Owner's representative prior to move-out by making an appointment during business hours at least 48 hours in advance. Resident acknowledges that except as provided in the Inspection Report, each bedroom space and apartment are being delivered in "as-is" condition, and Resident's acceptance of the assigned bedroom space and apartment at the beginning of the Term constitutes Resident's acknowledgment that the bedroom space and apartment and all fixtures are in good repair and condition. Owner will not be responsible for any damages or consequences suffered by Resident as a result of Owner's inability to timely deliver possession of the apartment or assigned bedroom space to Resident on the anticipated Start Date; in such event, the rent payable will be abated until Owner renders possession and such delay will not extend or decrease the term or change the End Date.
7. **Utilities; Amenities.** The following utilities are included in the Total Rent set forth in this Agreement: **water/sewer, Internet access and trash disposal.** Resident will pay as additional Rent a pro-rata share (based on the number of contracted residents in possession for the applicable period) of the apartment's usage of **electricity and natural gas**, applied pro-rata to any partial billing cycle. Resident will be responsible for his or her share of electricity and natural gas charges during the term of this Agreement, regardless of actual date of move-in or move-out. In connection with the administration of utility billing during the term of this Agreement, Resident will pay prior to occupying the assigned apartment (or on the first utility bill, at Owner's discretion), a single up-front billing **service fee of up to \$72.00** (or alternately, at Owner's option, a service fee of up to \$6.00 per monthly bill) for administration, billing, overhead and similar expenses and charges incurred by Owner for providing utility allocations and billing services. Upon Resident's request, Owner will provide copies of applicable electricity and natural gas bills. At Owner's option, to the extent permitted by law, Resident may be pre-billed for the estimated amount of charges for any utility bills anticipated to be received during the final 30 days of the term or after the end of the term of this Agreement, calculated based on historical utility charges for the apartment and pursuant to applicable utility billing laws and regulations. As part of each utility bill, Resident may be charged and agrees to pay promptly to Owner any other miscellaneous charges billed by the utility provider and payable by the customer of record, plus late payment fees and/or NSF fees, as may be applicable, in the amounts stated in paragraph 2 of this Agreement, as liquidated estimates of costs incurred in connection with the administration and collection of late payment. Owner may elect to use one or more third-party service providers for providing, billing and/or servicing utility accounts; Resident acknowledges that such third-party providers are not utility providers. Resident will be responsible for arranging and paying for any other desired utilities. Owner makes no representations and hereby disclaims any and all warranties, express or implied, with respect to any utilities provided, including but not limited to those warranties



concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Owner or its representatives or agents, whether in writing or otherwise, except as otherwise expressly stated in this Agreement. Owner does not warrant or guarantee the protection of Resident's privacy during operation of utilities, that such utilities will satisfy Resident's requirements, or that the operation of utilities will be uninterrupted or error free. Resident acknowledges and agrees that neither Owner nor its affiliates, agents, employees or representatives will be responsible to Resident for any non-economic, consequential, incidental, indirect or special damages, including incidental, economic or punitive damages, arising from breach of warranty, breach of contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utilities or the termination of any utilities, whether arising from Resident's use of (or inability to use) utilities, or otherwise, even if Owner has been advised of the possibility of such damage. In the event that any utility service proves defective, or is discontinued or terminated, Owner's and Manager's entire combined liability and Resident's exclusive remedy will be limited to a reimbursement of the approximate cost of that utility incurred by Resident, prorated by the day for each day the utility service proved defective, or was discontinued or terminated, for more than 24 hours. Resident agrees to indemnify, defend and hold harmless Owner and its employees, affiliates and agents, from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature, including attorney fees, which arise directly or indirectly in connection with: (i) violation by Resident of any laws, ordinances, regulations or rules regarding the utilities; or (ii) illegal or inappropriate use of the utilities. Any damage or loss to any utility devices during Resident's occupancy will be charged to Resident (and the other resident(s) in the apartment, as applicable) at the replacement cost. Management will establish schedules and policies for the use of recreation facilities, amenities and other common spaces. Owner may add, remove, close (temporarily or permanently), upgrade or modify any of the recreation facilities, amenities or common spaces in Owner's discretion, without notice or compensation; provided that if this Agreement expressly includes a separate Amenity Fee, Resident's sole remedy will be limited to a pro-rata credit of such Amenity Fee for the period a covered amenity is closed or fully unavailable.

8. **Required Liability Insurance; Personal Property.** During the full term of the Housing Agreement, Resident agrees to obtain and maintain at Resident's expense a policy of personal liability insurance (i.e., renter's liability insurance) from a licensed insurance carrier in the United States, with coverage of at least \$100,000 per occurrence at actual replacement cost, covering Owner's losses of any kind arising from fire, smoke or water and caused by Resident's negligence and/or by Resident's animal. The liability insurance requirement and the existence or limits of any such insurance will not reduce or supersede Resident's obligations under this Housing Agreement, except to the extent Owner charges and Resident pays for a waiver of this insurance requirement as provided below. Resident is not obligated to purchase insurance from any specific provider and may arrange its own personal liability insurance policy from any insurer of Resident's choosing meeting the requirements of this paragraph, in which case Resident agrees to provide written proof of the required personal liability insurance coverage, including causing Owner and Manager to be listed as named interested parties on such insurance coverage, by mailing the proof of insurance to P.O. Box 18999, Atlanta, GA 31126-1399. Owner will provide instructions prior to move-in for submitting proof of insurance or purchasing a compliant insurance policy; Resident's failure to comply with these insurance requirements will be a breach by Resident with Owner reserving its remedies but will not give Resident any right of termination. If Resident fails or chooses not to provide sufficient proof of compliant personal liability insurance to Owner by the Start Date, or if Resident's insurance is cancelled during the term of this Housing Agreement, then Owner may, at its option, waive Resident's obligation to provide such insurance and obtain its own coverage in Owner's name for the same limited risks (up to \$100,000 per occurrence from fire, smoke or water damage caused accidentally by Resident's negligence and/or by Resident's animal) at Owner's expense; in such case, Resident agrees to reimburse Owner at the cost of up to \$13.00 per installment as additional Rent during the remaining term of this Agreement, of which Owner will retain up to \$5.00 per installment as an administrative fee and use the remaining portion to procure such insurance for itself. This waiver is not insurance, does not release Resident from liability for other damage or causes and does not cover Resident's personal property. Owner strongly recommends that Resident maintain insurance covering Resident's personal property or belongings, which Resident may elect to purchase. Neither Owner nor any of its employees, representatives or agents assumes any liability, directly or indirectly, for loss or damage to the personal property of Resident or others by fire, theft or any other cause. Any personal property remaining in the bedroom space and/or apartment at the end of the Term or after earlier termination of this Agreement will be considered abandoned by Resident and may be disposed of by Owner at the risk and expense of Resident, with Owner maintaining a landlord's lien for unpaid rent as provided by law. Owner will not be liable or responsible for storage or disposition of the Resident's personal property. If there are multiple individuals comprising Resident, then all references to and obligations of Resident in this paragraph 8 will apply to each such individual, separately.
9. **Responsibility for Damage.** Resident is solely responsible for any damage, defacement or loss within the assigned bedroom space. All assigned residents of an apartment are jointly and severally responsible for any damage, defacement or loss to common areas, other parts of the facility, fixtures or appliances, except for the portion of damages over \$100,000 where it is finally established that Resident or one or more other residents of the apartment were solely at fault for the entire loss, in which case such person(s) will be solely responsible. Resident is fully responsible for the conduct of Resident's



guests, visitors, licensees and invitees (“Guests”), including without limitation harm to individuals or damage or defacement of any part of the Property or its fixtures or property of third parties (including other residents) by such Guests.

- 10. Prohibitions.** Firearms, weapons, explosives and illegal drugs of any kind are strictly prohibited anywhere on or about the Property, including individual apartments and bedroom spaces (except government-issued service weapons carried by duly deputized law enforcement personnel). No gas or charcoal grill, nor any other open flame cooking or heating device, may be stored or used on any balcony, deck and/or patio at the Property, except on the ground at least 25 feet from any building. Resident will, and will cause Guests to: (a) comply with all federal, state, parish and city laws, ordinances and/or regulations, including without limitation those relating to the consumption of alcoholic beverages; (b) not act in any way that endangers the Property or the safety of any person, or that is intended to facilitate criminal activity; (c) not engage in disruptive conduct or allow any noise loud enough to be heard outside the apartment or in neighboring apartments assuming doors and windows were closed; (d) not place or keep any trash outside of the apartment, including on any balcony, deck or patio; (e) not damage, take or possess any property belonging to others without express consent; (f) not tamper or interfere with smoke detectors, sprinklers or fire alarms; (g) not injure the reputation of the Property or its residents, (h) not act or fail to act in any way that would cause an increase in the rate of insurance at the Property; (i) not engage in any activity which interferes with or decreases the use and enjoyment of the Property by other residents; and (j) otherwise obey the Community Policies and other rules applicable to the Property. Any single violation of any of the foregoing will be considered a material breach of this Agreement and will be good cause for immediate termination of the Agreement with all applicable charges continuing to come due.
- 11. Cleanliness and Safety; Entry.** Resident agrees to maintain the assigned bedroom space, the apartment and the common areas of the Property in a clean, safe and sanitary condition, to exercise all due care in the use of same, and to cooperate fully with the Property pest control program as requested. Resident will be responsible for the cost of treatment for bedbugs and similar pests to the extent Owner’s pest control vendor reasonably determines that an infestation has originated within Resident’s assigned space and during Resident’s occupancy. Resident will place all trash in provided receptacles and will be responsible for the cost of cleaning the interior or exterior of the apartment if not kept in sanitary condition. When outdoor temperatures are below 40 degrees Fahrenheit, Resident will keep the apartment’s heat turned on to prevent frozen or burst pipes, including during vacations. When outdoor temperatures exceed 85 degrees Fahrenheit, Resident will keep the apartment’s air conditioning turned on and set to a reasonable temperature to prevent mold or mildew growth, including during vacations. Owner and its agents, employees and contractors may enter any apartment and bedroom space to perform routine maintenance, inspections, showings and other ordinary functions, provided that Owner will provide advance notice to residents of an apartment before such entry. Owner reserves the right to enter an apartment and any bedroom space without prior notice (including a passkey and/or disarming the alarm or other means of entry if locks have been changed) for emergency maintenance or repair purposes, or when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, health or property. Owner may confiscate any item deemed to cause a danger and is under no obligation to pay compensation for or to return such items.
- 12. Residential Use; No Pets.** The bedroom space and apartment may be used solely for private residential purposes and for no other purposes. Resident may not carry on any business or other enterprise from the bedroom space or apartment, nor use any Owner-provided Internet connections for business purposes. Resident may place no signs, placards or other advertisement of any character in the bedroom space or apartment, nor display anything in an apartment or bedroom space that is visible from outside the Property or the apartment. Resident may not store at the Property or connect to a Property electrical outlet any mobility device owned by a third party. No pets of any kind are allowed anywhere in or about the Property, except fish in small tanks as approved in writing by Owner. Violation of the no-pet policy will subject Resident to deep-cleaning and daily administration fees in Owner’s discretion and may be considered as a termination of this Agreement by Resident with fees due and accelerated (to the extent permitted by law) as provided in paragraph 5.
- 13. Guests; Occupancy Limits.** No more than one person may occupy a bedroom space, except for an additional contracted resident in a double-occupancy bedroom or minor children for whom the Resident is the parent or legal guardian (further subject to apartment occupancy limits), with Owner’s consent and with consent of apartment-mates as applicable. If Resident desires to have an Overnight Guest (any person staying in the Resident’s assigned bedroom space or apartment for more than three total nights in any 30-day period), then Resident must register the Overnight Guest(s) with Owner. Resident may not have Overnight Guest(s) for more than three consecutive nights, nor for more than six total nights in any 30-day period. In the event any unregistered or unauthorized Overnight Guest(s) are identified to be in or using an apartment or bedroom space, Owner may assess against the Resident a fee of \$60 per night, in addition to the right of Owner to declare Resident in material breach of this Agreement and pursue other available remedies. Although Resident may have Guests from time to time, Owner reserves the right to restrict the number of persons permitted in or about an apartment at any time in Owner’s discretion, to protect safety and the quiet enjoyment of other residents. All Guests may park only in designated parking areas and no Guest’s vehicle may remain at the Property for more than three days.



- 14. Parking.** If “parking garage space” is selected on page 1 above with a corresponding rental rate, Owner grants to Resident a non-exclusive, undivided limited license to use one non-reserved parking spot at any time in the portion of the Property’s parking garage reserved for resident use (subject to handicap and reserved parking restrictions) for the sole purpose of parking one personal, non-commercial vehicle, and for ordinary access to and from such parking lot over marked driveways. The parked vehicle must be properly registered and licensed and may not create a safety hazard. Vehicles improperly parked or appearing abandoned may be towed at the vehicle owner’s expense. This paragraph creates a limited use license and not a bailment. Resident assumes all risk and responsibility for damage to the vehicle and any personal property contained in it, and the vehicles or other personal property of others, in connection with any use of parking areas. Unauthorized or improperly parked vehicles will be towed at the risk and expense of the vehicle owner. Owner is not responsible for any damage to vehicles or property contained in vehicles. Owner reserves the right to revoke or restrict parking rights in the event Resident violates this paragraph or the Agreement.
- 15. Smoking.** Smoking or vaping inside any apartment, hallway, elevator, breezeway, stairwell, balcony, patio or other indoor or adjacent area by Resident or his or her guest(s) is prohibited. In the event that Resident or any guest smokes, burns candles, burns incense or engages in any other activity which could result in particles and/or smoke which tend to cause staining or odor on walls, carpets or other portions of the premises, soiling of ductwork that could require duct cleaning or a persistent odor in an apartment that necessitates the removal of carpet and padding despite an apparent clean appearance, all such damage and repair cost will be considered extraordinary damage beyond normal wear and tear and is the responsibility of the Resident. Therefore, Resident agrees that **any** smoking in an apartment will subject the resident(s) to a minimum deep-cleaning fee of \$250, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage.
- 16. Maintenance, Alteration and Repair**
- (a) Resident is responsible for and agrees to take good care of the premises, fixtures and all common areas. Resident may not remove any of Owner’s property and will not perform any repairs, upgrades, painting, wallpapering, electrical changes or other alterations of the premises without prior written consent from Owner. Resident will be responsible for damage from waste stoppages caused by foreign or improper objects or improper use in lines serving bathrooms, damage to fixtures, appliances, doors, windows, screens, damage from water faucets left on or from doors left open, and repairs or replacements to alarm devices necessitated by misuse or damage by Resident and/or guests. Extraordinary appliances or furnishings such as satellite dishes, hot tubs, pool tables, water beds or high utility-consuming devices may not be installed or placed on the premises or anywhere at the Property without Owner’s prior written consent, in its sole discretion.
 - (b) In the case of a malfunction of any utilities or damage by fire, water or similar cause, or any water leak, suspected mold or microbial growth, electrical problem, broken glass, broken lock or any other condition that Resident reasonably believes poses a hazard to health and safety, Resident must promptly notify Owner in writing. Owner will act with reasonable time and diligence in making repairs and reconnections; Resident may not withhold or reduce payment of rent or other charges during such time. Maintenance and repair requested by Resident will generally be performed between 8am and 8pm, unless the work is considered an emergency, in which case work may take place at any time. Owner may temporarily disconnect equipment or utilities to avoid property damage and/or to perform repairs requiring such interruption, in Owner’s sole discretion. Owner will not be liable for any inconvenience, discomfort, disruption or interference with Resident use of the premises because of ongoing repairs, alterations or improvements to the premises, the apartment or the Property.
 - (c) Following move-in, Resident is responsible for providing and changing all light bulbs and batteries (for smoke detectors and remote controls) in the assigned apartment. A written maintenance report requesting assistance in changing these items may be submitted for maintenance staff assistance, with extra charges payable by Resident as applicable per Owner’s published rates. From time to time, maintenance staff may enter the assigned apartment with or without notice to inspect and change furnace filters and to provide pest control.
- 17. Management; Community Policies.** Owner may retain employees and management agents from time to time to manage the Property, and Owner’s agent may retain other employees or contractors. Resident, on behalf of himself or herself and his or her Guests, agrees to comply fully with all directions from Owner and its employees and agents, and the rules and regulations (including all amendments and additions thereto, except those that substantially modify the Resident’s bargain and to which Resident timely objects) as contained in this Housing Agreement and the Community Policies of the Property. **The Community Policies are available at <http://venueatdinkytown.com/policies.pdf> or on request from the management office and are considered part of this Housing Agreement.**
- 18. Breach by Resident.** Upon any breach by Resident of this Housing Agreement or a prior agreement between Resident and Owner or its affiliates, including community policies, Owner may without separate demand or notice except as provided by law, and in addition to other lawful remedies, do any one or more of the following: (i) collect any charge under this Housing Agreement or community policies, including reimbursement for costs of collection; (ii) terminate this Housing Agreement and/or Resident’s right to occupy the premises, and/or institute an action for eviction; (iii) sue to collect all past due charges and/or



unpaid rent and other charges which become due through the End Date or until the bedroom space and all other bedroom spaces at the Property have been filled, with recovery by Owner of any discrepancy in rent rate and any expense incurred in obtaining the new resident contract; (iv) report any information to credit reporting agencies. Without limitation, Owner may terminate this Housing Agreement for non-payment of rent or other charges, or upon any conduct by Resident that is prohibited by or in breach of this Agreement, or if, in the reasonable judgment of Owner, continued residency will or may be detrimental to the educational process or the health, safety and/or welfare of the other residents of the Property or any of the Property's personnel. Upon any termination as described in this paragraph: (a) Resident must fully vacate the bedroom space and apartment (including removing all personal belongings) within the time provided in the written notice given by Owner, and will have no further use of or access to the Property, the assigned apartment or bedroom space; and (b) Resident will be fully responsible for all rent and other charges as if the Agreement had been terminated by Resident as described in paragraph 5. Owner's termination for breach will not limit Owner's claim for damages resulting from Resident's breach of the Housing Agreement. Owner's acceptance of rent or other payment following notice to vacate or during the pendency of a legal action will not waive or diminish Owner's rights under this Housing Agreement or statutory law unless separately and expressly agreed by Owner.

- 19. Assumption of Risks; Liability.** Resident ASSUMES ALL RISKS associated with use of the Property, and to the full extent permitted by law, agrees to hold harmless, release, defend and indemnify Owner and its affiliates, members, partners, officers, agents, management company and its and their respective employees ("Released Parties") from all loss, liability and/or claims for injury, illness or death to persons or damage or theft to property arising in whole or in part from: (i) the negligent acts, omissions or intentional wrongdoing of Resident or his/her Guests; or (ii) the use, occupancy, presence at or other interaction with the Property or any part or contents thereof by Resident or his or her Guests, including without limitation those injuries and damages caused by a Released Party's alleged or actual negligence or by breach of any express or implied warranty. The Released Parties will not be liable for injury, damage or loss caused by criminal conduct of other persons, including theft, assault, vandalism or other acts of third parties. Resident agrees to indemnify each Released Party for any injuries to Resident or any Guest or other person or property that arises in connection with occupancy or use by Resident or any Guest of Resident. Resident further agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, costs, damages (including liquidated damages as specified) or losses, including reasonable attorneys' fees and costs and expenses, that a Released Party incurs or may incur as a result of any breach of this Agreement by Resident. The forgoing paragraph will be binding to the fullest extent permitted by law.
- 20. Safety Precautions.** Resident acknowledges that neither Owner nor any of its agents, employees or representatives has made any representations or warranties, either written or oral, concerning the safety of the Property, the bedroom space or any apartment, or the effectiveness or operability of any security devices or safety, health or security measures at the Property, the bedroom space or any apartment. Resident acknowledges that Owner neither warrants nor guarantees the safety or security of residents or their Guests against any criminal or wrongful acts of third parties. Resident and his or her Guests are responsible for protecting their own respective person and property and hereby release Owner and its agents, employees and representatives for any and all damage to person and property. Owner's safety measures are neither a warranty of safety nor a guaranty against crime or of a reduced risk of crime. Resident acknowledges that security devices or measures may be changed or removed by Owner without notice or compensation, and/or may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident acknowledges that he or she should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property notwithstanding these devices. Resident agrees to immediately notify Owner's representative of any malfunctions involving locks and life-safety building components. Should Resident become seriously injured or imperiled at the Property, Resident authorizes Owner and its agents to call 911 Emergency at Resident's expense, without legal obligation to do so.
- 21. Abandonment.** If the assigned bedroom space or an apartment is abandoned or Resident's right to use them has been terminated, Owner may, without notice, secure the bedroom space and/or apartment with new locks, store or dispose of any personal property left in the bedroom space or apartment by Resident or Resident's Guests, and re-assign the bedroom space and/or apartment to others for use. Any such abandoned property or personal possessions shall be stored and disposed of by Owner in accordance with Minnesota law. Owner, in its sole reasonable discretion in accordance with applicable law, will determine when a bedroom space and/or an apartment is abandoned, which may take into consideration any one of the following: the removal of personal property from the bedroom space other than in the usual course of continuing use, the failure to pay housing charges or other charges, discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Owner or its representatives.
- 22. Vacating at End of Term; Renewal.** This Housing Agreement does not automatically renew, and Owner is not obligated to renew it. Owner reserves the right to contract with others for the premises at any time, for occupancy commencing after the End Date. Upon termination or expiration of this Housing Agreement for any reason, Resident will immediately vacate and relinquish the bedroom space and entire apartment, and all of Owner's fixtures, in a clean and sanitary condition, including removing all trash. Resident will pay all utility and service bills to the bedroom space and apartment (except those provided by Owner as



specified in this Housing Agreement) and cancel all utility accounts in the name of Resident. Resident will return to Owner all keys issued to Resident by Owner. If all keys issued to Resident are not returned promptly to Owner, Resident will pay all costs associated with re-keying or reprogramming locks for the bedroom space and/or apartment, along with the cost of replacement of all keys. If Resident fails to vacate the bedroom space and apartment by the end of the Term or upon earlier termination of the Agreement, Resident will pay an administrative fee in the amount of \$300.00, plus agreed holdover charges equal to three (3) times the daily pro-rated housing charges during the Term (but not more than the amount provided by law), plus associated expenses, including attorneys' fees. In no event after termination or expiration of this Housing Agreement will it be deemed to have been renewed or extended.

- 23. Renewal of Residency.** If this Housing Agreement is a renewal of Resident's residency at the Property to follow the expiration of another valid agreement with an End Date that is no more than one day earlier than the Start Date of this Housing Agreement, then: (a) the Start Date of this Housing Agreement will be deemed to take place simultaneously with the expiration of the prior agreement, so that this Housing Agreement begins immediately upon the expiration of the term of the prior agreement; and (b) if Resident is assigned by Owner to a different apartment or bedroom for the new term under this Housing Agreement, Resident agrees to relocate promptly to the newly assigned space and to relinquish occupancy of the prior space on the date specified by Owner.
- 24. Casualty Loss.** If in Owner's reasonable judgment the premises or the Property is materially damaged by fire or other casualty, Owner may terminate this Housing Agreement within a reasonable time after such determination, by written notice to Resident, in which case Owner will refund prorated, pre-paid rent and all deposits less lawful deductions unless Resident and/or Resident's guest(s) caused the casualty, in which case all funds on account will be applied to all applicable charges related to the damages and Resident will be responsible for the balance of all charges for repairs. If following a fire or other casualty Owner does not elect to terminate this Housing Agreement, Owner will rebuild the damaged areas within a reasonable time, and during such reconstruction, Resident will be provided a reasonable rent reduction for the unusable portion of the premises unless Resident and/or Resident's guest(s) caused the casualty.
- 25. Guarantor Information, Notice.** Owner reserves the right to notify any Guarantor of any action taken or notice given with regard to Resident under this Housing Agreement. If Resident or Guarantor has supplied information by means of an application for residency, guaranty of payment or other documentation, Resident and Guarantor, as the case may be, represent that such information is true and correct and given voluntarily and knowingly. Owner and its management agent reserve the right to release any such information and/or Resident's account history to law enforcement, government officials, lenders and prospective purchasers of the Property.
- 26. Use of Likeness.** As part of the consideration for this Housing Agreement, Resident authorizes Owner and its affiliates to make photographs and video recordings of Resident in community and resident amenity areas, and irrevocably grants Owner and its affiliates a royalty-free license to use Resident's image and likeness for all lawful purposes, including promotional purposes in advertising, video, web, social media and other formats.
- 27. Multiple Bedroom Spaces.** If this Housing Agreement expressly identifies more than one bedroom space in a multi-bedroom apartment as assigned to Resident on page 1, then: (a) references to a "space" or "spaces" will be deemed to refer to all of the spaces assigned to Resident, or to the entire apartment if all of the bedrooms in an apartment are assigned to Resident; and (b) if Resident is assigned fewer than all of the bedroom spaces in an apartment, use of common areas will continue to be shared with other residents of the apartment and any calculation of Resident's share of any charges assessed pro rata to all residents of an apartment will be made by dividing the number of bedroom spaces assigned to Resident by the total number of occupied bedroom spaces within the apartment.
- 28. DISPUTE RESOLUTION; MANDATORY ARBITRATION; CLASS-ACTION WAIVER.**
- (a) **Claims Subject to Arbitration.** Except as expressly provided below, the parties agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Agreement or a similar prior agreement, the Property or the relationship between Resident and Owner or Manager (including matters occurring prior to the date of this Agreement and disputes also involving third parties) (collectively, "Claims") will, at the election of either party, be resolved by arbitration, including any dispute about arbitrability, such as scope and enforceability.
- (b) **Arbitration Process.** Any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association, as modified herein, to the extent such modifications are not prohibited by the Arbitration Rules. The arbitration will be conducted in Minneapolis, Minnesota. The parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules. The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The parties to the arbitration will not request, and the arbitrator will not order, that any discovery be taken or provided, including depositions, interrogatories or document requests, except to the extent the amount in controversy exceeds \$50,000. The arbitration will be concluded within three months of the date the arbitrator is appointed.



The arbitrator's findings, reasoning, decision, and award will be stated in writing and based upon applicable law. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction or contains a monetary award in excess of \$100,000, the award will be reviewable on appeal initiated by filing notice of appeal with the AAA office within 30 days of the award, governed by the AAA Optional Appellate Arbitration Rules and conducted by a panel of three new arbitrators, ruling by majority, under the procedure for appointment from the national roster of arbitrators. Unless the applicable Arbitration Rules require otherwise, arbitration fees and costs will be shared equally by the claimant(s) and respondent(s), respectively, in any arbitration proceeding. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties will agree on a substitute arbitration organization, such as JAMS, that will enforce the arbitration provisions as written. *Because this Agreement memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.*

- (c) **Matters Excluded from Arbitration.** The following matters will not be subject to arbitration but will instead be adjudicated in the courts of Hennepin County, Minnesota or such other court in which jurisdiction and venue are proper: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws or to enforce intellectual property rights; (b) a suit by Owner or its assignee for collection of amounts owed by Resident under this Agreement; and (c) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in that court in lieu of arbitration.
- (d) **Right to Opt Out of Arbitration.** RESIDENT MAY OPT OUT OF THE FOREGOING ARBITRATION PROVISIONS BY SENDING EXPRESS WRITTEN NOTICE (VIA CERTIFIED US MAIL OR RECOGNIZED COURIER SERVICE) ELECTING TO OPT OUT OF ARBITRATION PROVISIONS, WITHIN 30 DAYS OF RESIDENT'S EXECUTION OF THIS AGREEMENT, to: The Scion Group, Attn: Legal Department, 444 N. Michigan Ave., Suite 2600, Chicago IL 60611. Resident will continue to be bound by any other arbitration provision Resident did not opt out of.
- (e) **Applicable Law; Attorney Fees.** All claims and disputes, including those adjudicated in arbitration or in court, will be governed by the internal laws of the State of Minnesota with respect to contracts made or events occurring therein. Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties (including in arbitration) may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees.
- (f) **Class Action Waiver.** **THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PAGA, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS.**
- (g) **Waiver of Jury Trial.** **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL FOR CLAIMS NOT SUBJECT TO ARBITRATION, WHICH WILL BE ADJUDICATED BY A JUDGE ONLY.**
- (h) **Severability and Survival.** To the extent any provision of this paragraph 28 is found to be unenforceable, it will be severed so the parties' intent to arbitrate will survive and arbitration will proceed without such provision; provided that if the class-action waiver is found unenforceable for any reason, the arbitration provisions of this paragraph 28 will be void. All of the terms and provisions of this paragraph 28 will survive the termination or expiration of this Agreement.

29. Miscellaneous. Failure of Owner to insist upon strict compliance with the terms of this Housing Agreement will not constitute a waiver of Owner's rights to act on any violation. Owner's rights are cumulative and the exercise of any remedy by Owner will not exclude or waive the right to exercise any other right or remedy. Time is of the essence in the performance of this Housing Agreement. Owner and its agents and affiliates make no representations or warranty as to the character or standing of any other residents of the Property. The lien of Owner's lender(s), if any, on the Property may be superior to Resident's rights as a resident and this Housing Agreement may be made subject to the rights of such lender(s). This Agreement and any attached and signed addenda constitute the entire agreement between the parties and no oral statements will be binding. If any provision of this Agreement requires the permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner or its designated agent or representative or may contain such conditions as Owner deems appropriate and will be effective only if Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Any amendment to this Housing Agreement, other than a change to the Community Policies, must be in writing and signed by Resident and Owner or its authorized agent. If any provision of this Agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.

[signatures on page 1]

Venue at Dinkytown is an Equal Opportunity housing provider.



LEASE SUMMARY:

Date: 06/25/2024

Apartment Community (or "Building"): The Quad on Delaware

Located At: 2508 Delaware St SE, Minneapolis, MN 55414

Lease Term: 12 Terms

Starting Date of Lease Term: 08/24/2024

Ending Date of Lease Term: 08/07/2025

Security Deposit: \$0.00

Application Fee: \$50.00

Administration Fee: \$100.00

Rent: Your monthly installment of Rent is composed of the following:

\$550.00 for Base Rent

\$ for Short Term Lease Fee

\$0.00 for Pet Rent

\$ for Parking

\$ for Rental Insurance

\$550.00 Total Monthly Installment, (the "Rent") Rent.

\$70.00 for Telecom Fee (Due with first month installment only)

Rent is payable in total for the sum of \$6,600.00 for the Lease Term or in 12 equal monthly installments, without proration for partial months, of \$550.00, plus any incidental charges, fees or penalties which may be incurred

RENT PAYMENTS ARE MADE IN MONTHLY INSTALLMENTS. NO PRORATIONS ARE REQUIRED HEREUNDER.

1. **RENT AND ADDITIONAL CHARGES.** You will pay a full monthly installment before you move in to cover the part of the Rent from the Starting Date of Lease Term through the last day of the first month. Your next installment will then be due on or before the 1st day of the second month of the Lease Term. **For subsequent months, you will pay us the monthly installment of Rent on or before the 1st day of each month of the Lease Term, in advance, and without us having to make demand for payment.** The Rent is payable at the Management office located at Management's Address above (or at such other place of which we notify you in writing). You have no right to withhold Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages against us. At our option, we can require that all money payable to us is to be paid in certified or cashier's check, money order or personal check but we are not obligated to accept personal checks after the Rent is late, as defined in Section 1(a) of this Lease. Cash will not be accepted under any circumstances. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations.
 - a. **Regardless of whether it's a holiday or weekend, all monies due but not received by close of business on the 3rd day of the month are considered late.** If any portion of your monthly installment of Rent is not received by the above date, you will be assessed an initial late fee of \$35.00 on the 4th date and an additional \$10.00 for each additional day, until the earlier of (a) the monthly installment of Rent that is due is paid in full or (b) the accumulated late fee equals eight percent (8%) of the total outstanding and unpaid Rent.. You also agree to pay: (choose one) a service fee of \$30.00 for each NSF or returned check plus the above late fees or a fee equal to ___% of the value of the face value of the check plus an additional fee equal to the fee charged by the bank to management plus the above late charges until we receive acceptable payment. If neither option is selected then, the latter provision shall apply.
 - b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations, and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about. All monies due are payable as Rent.
 - c. At our discretion, we can accept partial rental payment, but we don't waive our rights to collect and enforce the payment of the remainder.
 - d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf and for all fees or fines as described in this Lease, all attached addenda and the "**Resident Handbook**", a copy of which can be found by contacting the Leasing Office or by accessing it on your Resident Portal.
 - e. The Rent may be increased due to the addition of Assigned Parking during the Lease Term, a Storage Unit during the Lease Term, or any other amendment to the Lease which requires a reoccurring monthly payment.
2. **DESCRIPTION.** This Lease is between you and us. We agree to lease to you and you agree to lease from us, the "**Premises**". The Premises is defined as including each of the following:
 - a. Your sole use of the "**Bedroom**", and the bathroom, if the Apartment has separate bathrooms for each bedroom, in the Apartment in the Building. The "**Apartment**" means your Bedroom, the other bedrooms in the apartment unit, and the Apartment Common Areas (defined below);



- b. Together with the other residents of the Apartment, your joint use of the Apartment Common Areas and the Apartment Community Common Areas (for purposes of this Lease, "**Apartment Common Areas**" are those areas within the Apartment to which you have access without going into another Bedroom (including, if applicable, the living room and kitchen), and the "**Apartment Community Common Areas**" are those areas within the Apartment Community to which all residents have general access):
 - c. Your sole use of the furniture within the Bedroom (if provided by us); and your joint use of all appliances and furniture within the Apartment Common Areas; and
 - d. Your joint use of the mailbox and your sole use of the Assigned Parking if one or both have been assigned to you. If the Postmaster serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the mailbox, but assume no liability for misdelivery, delays in delivery and/or failure of delivery.
3. **RELOCATION.** It is understood that the apartment community in which the Premises are located contains other apartments and bedrooms in which persons may reside. For purposes of operating efficiently, or to help facilitate compatible living environments, we reserve the right in our sole discretion, upon five (5) days advance written notice, to relocate you to other bedrooms in the premises or another apartment unit in the community. We shall assist you in moving your personal property to such newly designated unit, but have no further liability. We assume no liability for any damage or loss to personal property in the event of such a relocation.
4. **OCCUPANTS.** Only you can live in the Premises. It will be used only as a private residence and for no other purpose. You acknowledge and agree that you are required to reside in the Premises for the full length of the Lease Term and are responsible for the payment of Rent for the full length of the Lease Term. You can't assign or sublease any part of your Premises to another person without our prior written consent, but the giving of our consent is at our sole discretion. Even if we agree to an assignment or sublease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more assignment or sublease won't be a waiver of our rights of consent in the future. **If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom.** The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate the Lease. If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable, but that person could be in default under their lease. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPATIBILITY OR CONDUCT OF ANY ROOMMATES PLACED IN THE APARTMENT. IN NO EVENT ARE WE LIABLE FOR ANY DAMAGES WHETHER DIRECT OR INDIRECT, GENERAL OR SPECIFIC, ARISING OUT OF, OR RELATING TO, THE CONDUCT OF ANY OF YOUR ROOMMATES.
5. **GUARANTY.** *The parental or sponsor's guaranty provided to you (the "Guaranty") must be signed and returned to Management at Management's Address within fourteen (14) days after the date of this Lease. At our option, this Lease and your right to possession of the Premises may terminate if the Guaranty is not signed and returned to Management within such fourteen (14) day period.* If the person who signs the Guaranty (the "Guarantor") is unable to sign in the presence of our authorized employee, then the Guarantor must have their signature notarized or attach a copy of their driver's license or other government-issued photo identification.
 - a. In consideration of the Resident's payment to the Owner of a Guarantor Waiver Fee ("Guarantor Waiver Fee") with each monthly installment payment in addition to all other amounts owed under the Lease Agreement in the amount of \$44.00 (which shall not be prorated for any partial month), the Owner hereby waives any and all obligations of the Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. This waiver does not constitute insurance. The Owner is not an insurance company nor an insurance producer. The Owner is merely waiving, in consideration of the Guarantor Waiver Fee, the obligations of Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. The Guarantor Waiver Fee shall not be prorated for any partial month(s) and shall be posted to Resident's account with any installment payment due covering any period(s) of time when the resident has not provided and maintained all required documentation pertaining to a qualifying third-party guarantor acceptable to Owner.

Resident acknowledges and understands that Owner may elect to purchase third party insurance to indemnify, protect and insure Owner against risk of loss from a default by the Resident under the Lease Agreement, which loss may have been avoided had the Resident provided a qualifying third-party guarantor acceptable to Owner. Resident acknowledges and understands that in the event that a third-party insurer makes a payment to Owner as a consequent of a default by the Resident, the insurer will be subrogated to Owner's right to be paid such defaulted amounts and Resident expressly agrees to pay or reimburse insurer for the amounts paid by the insurer to Owner related to such default, together with any costs of collection, including reasonable attorney's fees.
6. **LEASE TERM.** The Lease starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student doesn't shorten the Lease Term or reduce your liability under this Lease), but you cannot occupy your Premises until we have received the first rent installment, a complete and executed Lease, Guaranty, and any other document Management may require. Even if we cannot provide your Bedroom to you when we're supposed to, we will not be liable to you for damages because of the delay. However, no Rent will be due for the period in which you were unable to occupy the Premises. No other remedy is available to you.
7. **RENEWAL.** *Management cannot guarantee the availability of the Premises after the Ending Date if Resident fails to sign a renewal lease prior to November 30, 2024.* This Lease will not renew on a month-to-month basis. If you renew your lease but decide to transfer to another apartment/bedroom for any future term, with a start and end date yet undefined, you understand and agree that a transfer fee will apply. Transfer fees must be paid at the time of the lease signing and are non-refundable should you change and/or cancel your housing preference or lease. You agree to pay a transfer fee of \$250.00 when transferring to a different bedroom in the same apartment and when transferring to a new apartment.
8. **MOVE-IN.** A "**Resident Move-In Form**" will be provided to you at the time that you move into the Premises. By the end of the day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or



damages that may have occurred before you moved in. Except for damages and defects included on your "Resident Move-In Form", you accept the fixtures, appliances and furniture as is and with all faults. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE FIXTURES, APPLIANCES AND FURNITURE. THE PREMISES SHALL BE MAINTAINED IN ACCORDANCE WITH STATUTORY COVENANTS OF LANDLORD PURSUANT TO MINN. STAT. 504B.161 which include (1) that the Premises and all common areas are fit for the use intended by the parties; (2) to keep the Premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee;(3) to make the Premises reasonably energy efficient by installing weatherstripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings; and (4) to maintain the Premises in compliance with the applicable health and safety laws of the state, and of the local units of government where the Premises are located during the term of the Lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee.**

9. MOVE-OUT.

a. ***If you move out permanently prior to the Ending Date, you aren't released from liability under this Lease and we can apply your Security Deposit to your account. You will be responsible for monthly Installments of Rent through the end of the Lease Term or until a replacement resident is found, whichever occurs first.***

b. When you leave, whether on or prior to the Ending Date, the Premises, including (if applicable), without limitation, the interior walls, windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Bedrooms and Apartment Common Areas, must be clean, in good repair, and in the condition existing on the Starting Date. You must follow the Move-Out Instructions provided. If you don't, or if the Premises or any furniture or appliances have been damaged, you will be liable for the charges listed on the Move-Out Instructions and/or reasonable charges, as determined in Management's sole discretion, to complete such cleaning, repair or replacement. You have the option to be present at the move-out inspection; if you are not present at the move-out inspection, you agree to accept our assessment of damages and charges when we inspect.

c. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you.

d. Damage to your Bedroom and its furnishings is your sole responsibility; damage to the Apartment Common Areas and its furnishings and appliances are the joint and several responsibilities of all residents of the Apartment.

10. HOLDOVER. If you still occupy the Premises past the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you will be in violation of this Lease and owe us two (2) times the monthly total Rent for the extra time that you stay in the Premises (payable daily in advance) plus, all of our damages, including, but not limited to, the damages of any contractor scheduled to perform work in the Premises, and damages of the person who couldn't move in because of your holdover.

11. RELETTING CHARGE. ***There is no early termination clause in this Lease.*** A reletting charge will be due if you: (1) fail to move in and we terminate your lease, or (2) move out before the Ending Date, or (3) are judicially evicted. You will be liable for a reletting charge equal to eighty-five percent (85%) of the highest monthly Rent during the Lease Term in the event that you require us to procure a new resident to assume responsibility for the Premises. In the event that you procure a new resident without our assistance, you will be liable for a reletting charge equal to \$350.00. Additionally, you must complete a ***Relet and Release Acknowledgement***, in the form provided by Management, and you must abide by all provisions contained in that form.

a. ***The reletting charge is not a cancellation or buyout fee and does not release you from your obligations under the Lease, including your obligation to pay Rent.*** The reletting charge is an agreed-to liquidated amount covering only part of our damages, including, without limitation, our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and difficult to ascertain, particularly those relating to administrative and marketing costs. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for future or past-due Rent, charges, fees or other sums due under this Lease.

12. SECURITY DEPOSIT. Once you sign the application, you will be required to deposit with the Management the Security Deposit (this may be in the form of an application deposit which is transferred over as the Security Deposit) as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate the Lease.) Among other items, the cost of labor and materials for cleaning and repairs, constituting unreasonable wear and tear and the amount of delinquent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days following such written demand, the funds necessary to restore the Security Deposit to its full amount. You can't use the Security Deposit to offset or pay in advance any month's Rent or any other charges due under this Lease, but we can use, if we want to, use all or any part of the Security Deposit, for any unpaid obligations. If you have notified us of your forwarding address, you agree that we have fourteen (14) days (excluding Saturdays, Sundays, or legal holidays) after the expiration or termination of this Lease to return any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. The taking or application of the Security Deposit as described above does not preclude Management from exercising its remedies set forth under applicable laws and ordinances. You acknowledge that Management may utilize the refundable Security Deposit during the Lease Term in accordance with relevant provisions in the property management agreement, and if any, in accordance with applicable laws and ordinances. If we sell the Apartment Community, your Security Deposit will be transferred to the new owner, and we will not have any further liability to you for the return of all or any portion of the Security Deposit - you must look to the new owner. The Security Deposit shall be deposited at Capital One, in an (choose one) interest-bearing or non-interest-bearing account. Any interest earned upon the Security Deposit will accrue for the benefit of, and



will be paid to us or as we direct, and such interest, if any, may be withdrawn by us or our agent from such account as it accrues as often as is permitted by the terms of the account.

13. **UTILITIES.** We agree to furnish the following utilities (if checked), up to those limits defined in the Utility Addendum attached to the Lease, where applicable: water, sewer, electricity, gas (where applicable), trash, and internet access. You and the other residents of the Apartment must pay and provide required deposits for all other utilities, city services, city fees, and local and long-distance phone service. You and the other residents of the Apartment will contract for and be billed by and pay those utilities directly to the appropriate utility company during the Lease Term. If any of those costs are paid by us, you must reimburse us for those costs plus an administrative fee, where allowed by law, and that amount is payable by you to us as additional Rent. If you want additional cable channels, if available, they will be at your expense and you must contact the appropriate provider. Resident and roommates are jointly and severally liable for payment of utilities not paid by Management. All utilities may be used only for normal household purposes and must not be wasted. Within one business day after you move in, utilities payable by you must be placed in your name. Failure or refusal to place electricity, water or gas into your name or failure to maintain service in your name constitutes a Default under this Lease. Management won't be liable for any interruption, surge or failure of utility services (including internet access) to the Premises or any damage directly or indirectly caused by the interruption, surge or failure. Utilities paid by you must remain on, in your name, through the Ending Date regardless of whether you have moved out, except and unless you have sublet the Premises pursuant to Section 5 of this Lease.
- a. **This community offers a utility (electric) package option with a monthly utility credit of \$30.00.** If your allocated monthly charges for the above utilities exceed the amount listed for each of those utilities, then you will receive notification from us or via a third-party billing service contracted by us, as to the amount of the overage. You must then remit payment to us or via a third-party billing service contracted by us. Such payment shall be due as Additional Rent. If a late fee is assessed by the third-party company for unpaid excess utility charges assessed to you, that late fee will be passed on to you to pay as Additional Rent.
 - b. **Utility Fee is a fee required by Owner.** The Utility Fee includes cost of set-up and management of internet and utility management services.
 - c. **For utilities billed directly by us or through our billing company, you will be charged an account fee of \$0.00 to establish the account.** If your utility billing account was already established under a prior Lease, then you will not be billed for an account establishment fee.
 - d. **As a regular part of each monthly bill, you will be charged and must pay a monthly service fee of \$0.00 to cover the administrative expense associated with the production of the utility bills and the receiving and processing of payments.** This service fee is in addition to the service charges, taxes and assessments charged by the utility service provider. This monthly service fee may be modified by us by giving you thirty (30) days written notice of the change.
 - e. Residents must make payment of the charges due within twenty (20) days of the date of each utility bill issued or your payment will be late. If a payment is received after that time, you will be responsible for paying a fee for each utility payment which is late in the amount of **\$0.00** and shall be subject to all provisions under Section 1 of the Lease.
 - f. Utility payments are due as additional Rent each month. The failure to make the utility payment is a material and substantial breach of the Lease and shall entitle Management to exercise all remedies available under the Lease. Management is entitled to use Resident's Security Deposit to recover unpaid utility charges.
 - g. Management shall have the sole discretion to select the utility providers, except where prohibited by law.
 - h. Where individual meters do not exist for each apartment, we or a billing company of our choosing may use one of several methods of allocation or flat fee billing to calculate the costs for a given utility in accordance with all applicable laws. You agree that using an allocation or flat fee method of determining the utility expenses is fair and reasonable.
 - i. Pursuant to Section 14 of the Lease, **utilities not paid by us must remain on, in your name, through the Ending Date regardless of whether you have moved out**, except and unless you have sublet the Premises pursuant to Section 5 of this Lease. Refusal to maintain utility service in your name shall constitute a Default under this Lease and we may exercise all remedies available to us under this Lease.
 - j. If you want additional telephone lines, additional cable channels or alternative providers of telephone, cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above-mentioned services and agree to repair, at your sole expense, any damages caused by the installation of the above-mentioned services. The installation of a satellite dish requires our prior written approval.
 - k. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to our internet service. We are not responsible for the purchase of these items, and we cannot guarantee compatibility with any device you may have.
 - l. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a Default under this Lease and the Utilities Addendum and shall entitle Management to exercise all remedies available under this Lease.
 - m. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations in utilities provided to your apartment unless such loss or damage was the direct result of gross negligence of Management or its employees. Residents release us from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.
 - n. You agree that the temperature in the Apartment shall never fall below sixty (60) degrees during the winter months, and, if you will be absent for a period longer than (1) day during the winter months, you agree to notify management of your extended absence and allow Management to adjust the temperature if needed.
 - o. Should any provision of the Utilities Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein.
 - p. Landlord will remain the customer of record for the **electric** utility. The local utility provider measures utility usage in each apartment unit and bills Landlord directly for such charges. **Xcel Energy** charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each Resident's charge. **Xcel Energy** charges may include all utility



and other miscellaneous charges included on the utility provider statement that would be charged as though Resident were the customer of record.

14. COMMUNITY GUIDELINES. You and your guests must comply with all written rules and policies, including those defined in the Resident Handbook, which we adopt for the Apartment Community. These rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents.

15. PARKING As a resident of the Apartment Community, you agree to the following conditions. You understand that failure to comply with any of these conditions will result in the fines and consequences outlined herein and in the Resident Handbook and/or in revocation of my Apartment Community's parking permit.

- a. **Any illegally parked vehicles or vehicles violating the regulations below or any other applicable regulations may be towed at the expense and sole risk of the owner of the vehicle.** You may not have more than one (1) vehicle in the community at one time, and your vehicle must be properly registered with our office.
- b. Vehicles may not, at any time, park in a fire lane, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces, without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at any time, for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.
- c. Boats, recreational vehicle, trailers, campers, commercial vehicles and trucks larger than the standard size may not remain on our property except for the purpose of loading and unloading, though we reserve the right to permit these vehicles in designated areas.
- d. You may not wash your vehicle or perform any mechanical repairs or maintenance while on the premises.
- e. You agree to inform your guests/non-residents of all parking rules and restrictions.
- f. **Our towing company, frequently and at random without being called by us, tows any car that is inoperable, has an expired or invalid license plate, expired temporary license plate or is in violation of any of the other provisions of this agreement, any other applicable regulations or the Resident Handbook. This is the only notice you will receive.** You will be towed if you are not parked or permitted correctly or you are not in compliance with all other state or local governmental requirements, with no advance or further notice. **You agree to pay for towing and storage charges.** The above-named community is not responsible for tickets received for parking violations of any area within our property or anywhere else outside our property. Management is not liable for any damage to your vehicle as a result of its being towed.
- g. **If your community requires a parking permit (decal), you expressly agree to display that permit on the lower corner of the driver's side of your front windshield. Vehicles violating this provision may be towed at the vehicle owner's expense.**
- h. A parking permit allows the resident to park on premises upon availability. **A permit in no way guarantees the availability of parking** in front of your building or even on the property. A permit does not allow vehicles to park in fire lanes, crosswalks, designated handicapped spaces, in front of dumpsters, block entrances, exits or driveways, or to park in any other unauthorized area.
- i. Parking permits become invalid on Ending Date of your Lease or earlier if your Lease is terminated either by the above-named community, by you, or if you sublease your Apartment. Permits expire prior to the start of each fall academic term. If you renew your Lease, you must obtain a new permit from us at the Ending Date of your prior Lease. Your old permit will not protect you against towing. Permit colors change each year. Parking permits are valid only on the vehicle assigned per this form. Permits are non-transferable between vehicles or between RESIDENTS and non-residents.
- j. The above-named community reserves the right to revoke parking permits at any time for any reason.
- k. **Guest Parking.** I understand that the above-named community does does not, require guest parking permits. Where applicable, your guests must park only in designated guest or visitor parking, and they are subject to all the provisions contained herein. If your community requires guest parking permits, plan to secure one for your guest during business hours only. We reserve the right to limit the number issued each day and to issue none on any day we choose. There is no guest or visitor parking area- only guest permits. Guest permits must be clearly in view in the area specified by management when you sign out the permit. (It is your responsibility to ask management where the guest permit should be placed). If the permit is not visible for any reason, the car could be towed at your expense.

16. MAINTENANCE, ALTERATIONS AND REPAIRS.

- a. You are responsible for and will take good care of the Premises, the furniture in the Premises, and the Apartment Common Areas. You will maintain the Premises in a neat, clean, and sanitary condition. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other improvements and/or alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us within ten (10) days after we send you an invoice for the cost of all repairs made necessary by you, your guest's or another person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the expiration of this Lease.
- b. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under state law. **After you move-in you are responsible for notifying management in writing of a non-working smoke detector.**
- c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, the request must be in writing to us at Management's Address or by electronic mail at



info@quaondelaware.com. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice we will act with reasonable diligence in making repairs and reconnections, but during that time you can't stop the payment of or reduce the Rent.

- d. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
 - e. We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because Management is making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, they will be done during our usual working hours.
 - f. We are not liable to you or your guests for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by our gross negligence or the gross negligence of Management or its employees. **We urge you to obtain your own insurance for losses due to such causes. We do not insure the contents of your apartment.**
 - g. Any requests for changes to security devices or requests for repair or replacement of a security device must be in writing.
- 17. LIABILITY.** Neither we nor any of our respective employees, agents and/or affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by the negligence or criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. YOU AND FOR YOUR GUESTS RELEASE US AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (the "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY UNLESS SUCH CLAIM OR DAMAGE WAS CAUSED BY THE GROSS NEGLIGENCE OF THE RELEASEES. YOU ASSUME FOR YOURSELF, AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE AND AT THE USER'S SOLE RISK.
- 18. CASUALTY LOSS.** If in our reasonable judgment, the Premises, the building or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s) less lawful deductions. If we determine that material damage has not been caused to the Premises and the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction, as determined in Management's sole discretion, of the Rent for the unusable portion of the Premises unless you or guest is the cause of the fire or casualty.
- 19. INSURANCE.** Neither the Owner nor Owner's Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/ or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of Owner of Manager. Owner nor Owner's Manger does not maintain insurance to cover Resident's personal property. Resident is urged to get renters insurance for losses to Resident's personal property or injuries due to theft, fire, water damage, pipe leaks and the like. Additionally, Resident is required to purchase personal liability insurance with a minimum coverage of \$100,000.00. **The Quad on Delaware and UP Stadium View SPE, LLC** must be listed on the policy in addition to Resident. Proof of liability insurance is required to be provided to Landlord prior to move-in day.
- 20. RIGHT OF ENTRY.** Both we and our respective agents, employees, repairers, servicers and representatives may, after making a good faith effort to give you reasonable notice, therefore enter the Premises for any reasonable, business purpose. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). We, as well as our agents and employees, can also enter the Premises, upon making a good faith effort to give you reasonable notice, to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. The above notwithstanding, no prior notice of entry is required if we reasonably suspect that: (1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement; (2) immediate entry is necessary to determine a residential tenant's safety; or (3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the Premises.
- 21. DEFAULT.** You are "in Default" and a "Default" exists under this Lease if:
- a. You fail to pay Rent or any other amount owed under this Lease as directed by this Lease;
 - b. You or your guest violates this Lease or any addendum to it, the Resident Handbook, any other apartment rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
 - c. Any of the utilities, which are payable by you or the other residents of the Apartment are disconnected or shut off because of nonpayment;
 - d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you haven't been in the Bedroom for five (5) consecutive days);
 - e. You or Guarantor have made any false statement or misrepresentation on any information provided to us;
 - f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person or property, or a felony



offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;

- g. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease or the Resident Handbook;
- h. You allow a previously evicted resident or occupant to reside in your apartment.
- i. Anything other violation occurs under this Lease.

22. REMEDIES. If you are in Default of this Lease, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any fine imposed by the "Resident Handbook";
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you a written notice to vacate.
- d. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the Rent actually paid by the new resident together with any expense incurred to relet the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you a written notice to vacate;
- f. Report all violations to credit reporting agencies; and,
- g. Do any combination of the above-named remedies.
- h. Provided, however, remedies for nonpayment, late payment, or other default of your duties regarding electric or water and sewer charges are governed by the applicable laws and ordinances and any inconsistent provisions in this Lease are void.

23. FORCE MAJEURE EVENTS. Owner shall not be liable or responsible to Resident, nor be deemed to have defaulted under this lease, for failures in performing obligations under this Lease when such failure is due to an act of God, governmental control or other factors beyond the reasonable control of Owner including, but not limited to epidemics, pandemics, or other national or regional public health emergencies (the "Events"). Owner's failure to perform its obligations in this Lease due to Events shall be excused for the duration of the Event.

During an Event, Owner shall have all rights and responsibilities to take safety precautions and shut down common areas including, but not limited to, restaurants, restrooms, parking facilities, hallways, amenities, fitness rooms, swimming pool(s), wait rooms, meeting rooms, and conference rooms. Owner does not represent or warrant that: (1) the Premises are or will remain risk free of Events, (2) persons on the premises are not at risk of Events, or (3) damage or injury to oneself from Events cannot occur on the Premises. Additionally, Resident warrants and represents (1) to exercise due care on the Premises at all times, (2) to take full responsibility for and voluntarily assume all risks related to the Event on the Premises, and (3) to release, indemnify, discharge, and hold Owner and Owner's representatives harmless to the fullest extent allowed by law for all present and future claims and liabilities relating to Events, including but not limited to any negligent act or omission by Owner, which might occur as a result of Resident being on the Premises.

24. DEFAMATION. Resident covenants that in no event, and at no time during the term of this Lease or at any time thereafter, shall Resident slander, libel or otherwise defame Owner or Owner's business, services, properties or assets, or employees, personnel, agents, or representatives.

25. CUMULATIVE REMEDIES. The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to vacate the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically waive such rights in writing.

26. COSTS AND FEES. In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment, unless applicable laws or ordinances require that the prevailing party may be awarded reasonable attorney's fees.

27. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) on the Apartment Community will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community.

28. SALES. Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord from and after the date of such sale.

29. RESIDENT INFORMATION. If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it.

30. NOTICE. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to, or on the other party, such notice or demand shall be deemed to have been duly given or served if in writing and such notice shall be effective: (a) in the case of personal delivery, upon receipt; (b) in the case of delivery by registered or certified U.S. mail, postage prepaid, return receipt requested, upon the earlier of actual receipt or three (3) business days after being post-marked by the United States Postal Service as being sent; (c) in the case of delivery by nationally recognized overnight courier service (e.g., Federal Express), upon the next business day after deposit with such courier service with written confirmation of the date of deposit; (d) in the case of delivery by facsimile, electronic message or text message, on the business day sent; or (e) in those cases in which notice is effective upon receipt, if the recipient refuses to accept the notice, then upon refusal to accept delivery, in each instance sent to the Owner or the Resident, as the case may be, at the current contact information for such party, or to any other contact information either party may designate by notice to the other party in accordance with this provision (except that no notice of a change of contact information by either party shall be effective until actual receipt of such notice by the other party). We will consider your contact information as current and valid as listed on your application until you take possession, after which, your current address will be the address assigned to your apartment home/bedroom(s) in the community.



Upon return of possession at move-out, it is your responsibility to inform us in writing, of your new mailing address. You may obtain the community's contact information at any time by visiting by contacting the Leasing Office or by accessing it on your Resident Portal, or upon move-in where the address, telephone, and facsimile numbers will be included in an informational packet.

31. **MULTIPLE RESIDENTS.** Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to Rent, Apartment Common Areas, and utilities; however, only you are liable for the Lease obligations relating to your Bedroom and the payment of your Rent. You are not liable for any of your fellow resident's obligations as to their bedroom and their rent payable to us. A default by another resident of the Apartment will not, in and of itself, place you in default.
32. **GENERAL.** Timing is of the essence in the performance of all matters under this Lease. Your execution of this Lease confirms that this Lease and any attached addenda constitute the entire agreement between you and us and that no representations, inducements, promises or agreements, oral or otherwise, between you and us not embodied in writing in this Lease shall be of any force or effect. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All Lease obligations are to be performed in the county where the Apartment Community is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate all or any part of this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.
33. **LIABILITY OF LANDLORD.** If we violate this Lease, your damages (and those of anyone else) cannot exceed our equity in the Apartment Community, but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it. If such violation cannot be cured within thirty (30) days and Management has begun the process of curing the violation, Management will have an additional thirty (30) days to cure the violation.
34. **SAFETY.** YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHERS' SAFETY AND SECURITY. PLEASE READ THE SAFETY GUIDELINES CONTAINED IN THE Resident Handbook. ***None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime.*** We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.
35. **PACKAGES.** We do not guarantee any leasing offices in the Apartment Community will be open or available for package pickups or deliveries by the US postmaster or any other delivery provider (e.g. Federal Express). You are responsible for coordinating all package pickups and deliveries to and from the Building with the applicable delivery services. We are not responsible and will not assume liability for any lost, damaged, mis-delivered, or stolen packages. Further, we will only accept delivery of your packages, provided you have signed the University Partners Rules Acknowledgement Form. You will be required to provide identification and to sign the Package Log in order to pick up packages from the applicable leasing office. We will not accept delivery on any item that must be placed inside your apartment, i.e., furniture, or C.O.D. deliveries. We accept no responsibility or liability for any packages, including perishable items or those lost or damaged.
36. **SPECIAL PROVISIONS.** The following special provisions have been added to and are a part of this Lease:

AGREED AND ACKNOWLEDGED: By executing this Lease, Resident acknowledges and agrees to be bound by the rules and regulations set forth in the Resident Handbook, a copy of which can be found by contacting the Leasing Office or by accessing it on your Resident Portal.



⁹ Morgen Glende-Michalski

LEASE AGREEMENT

Date: May 2019	Apartment Community: The Marshall (the "Community")		
Resident Name: [REDACTED] (herein "you" or "your" or "Resident")	Permanent Address: [REDACTED]	Date of Birth: [REDACTED]	
Landlord/Owner: 1313 5th Street MN Owner, LLC (the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)	Owner's Address: 515 14th Ave Minneapolis, MN 55414		
Property Manager: Greystar Management Services, LP ("Manager") who is the authorized manager of the Community and is also the entity authorized to accept services of process and receive and give receipt for notices and demands.			
Lease Term: May 17, 2019 ("Starting Date") to August 9, 2019 ("Ending Date")			

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

- 1. LEASED PREMISES.** We agree to lease to you and you agree to lease from us, one furnished bedroom for your exclusive use (referred to herein as your "**Bedroom**") in a **3** bedroom apartment, and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery," we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days** of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.
- 2. LEASE TERM.** The Lease starts on the Starting Date, and ends at **12:00PM** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 12 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**
- 3. RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is **\$2,821.94** (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in **Three, (3)** equal installments of **\$810.00** payable as follows; the first installment due on **June 1, 2019**, with remaining installments due on or before the **1st** day of each month beginning **July 1, 2019**.
Additionally a Prorated Move-In Amount of **\$391.94** is due on **May 17, 2019**.



Resident: [REDACTED] Owner/Agent: _____

The breakdown of your regular installments are:

REGULAR INSTALLMENT	
Base Rent	\$810.00
TOTAL RENT	\$810.00

With the exception of the first installment, you will pay us the "**Rent Installment**", which is composed of the Base Rent and other incidental charges, on or before the **1st** day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent.

If your Rent is not paid by the third (3rd) day of the month, your Rent is late and you will be charged 8% of the Base Rent. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.

A security deposit in the amount of **\$810.00** is required by Owner of Resident ("**Security Deposit**" or "**security deposit**") and shall be paid upon execution of this Lease Agreement. If Resident fails to perform any term in this Lease Agreement, Owner may use the Security Deposit for payment of money that Owner may spend or damages that Owner suffers because of Resident's failure. Owner may use the Security Deposit to pay for any damage to the Community or Apartment caused by Resident or Resident's guests. Owner will pay Resident interest on the Security Deposit at the rate prescribed by Minnesota Statutes Section 504B.178, Subd. 2. Owner shall, within three (3) weeks after: (i) the end of the Lease Term; and (ii) receipt of Resident's mailing address or delivery instructions, return the Security Deposit to Resident, together with the interest due on the Security Deposit. If Owner does not return the Security Deposit within the three (3) weeks, Owner must give Resident a written statement showing the specific reason for the withholding of part or all of the Security Deposit. Owner may keep all or part of the Security Deposit for: (i) Rent or other money owed to Owner; and (ii) damage to the Property beyond ordinary wear and tear.

4. APPLICATION OF PAYMENTS. Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of **\$30.00** per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

5. UTILITIES. We will furnish the following utilities (through independent third party providers) if checked:

Cable TV, Internet, Water, Sewer, Garbage Removal, Electricity, Gas.

You and your roommates are solely responsible for establishing and paying for electrical service to the unit. We provide electrical service to all unoccupied units. We do not and will not provide electrical service to your unit during the lease term. Electrical service must be established in your name, your guarantor's name, the name of one of your roommates or the name of one of your roommate's guarantor on or before the "Start Date" of the Lease. You will not be given keys or otherwise allowed to occupy the unit until proof of Electrical service in one of the names listed in this paragraph is provided to us in a form and manner sufficient for us to confirm with the Electrical provider that you have established electrical service for the unit. The failure to timely pay any electric service bill is a violation of the lease agreement and constitutes a "Default" under Paragraph 13 of the Lease. We reserve the right to pursue all available remedies outlined in Paragraph 14 REMEDIES in the lease agreement in the event the electrical service for the unit is not paid in a timely manner. If your electrical service bill is not paid by the due date established by the electrical service provider, you will be charged **\$30.00** in addition to your Rent. In addition, you will be charged **\$5.00** per day for each additional day that the electric service bill is not paid. In the event that all or a portion of the electrical service for your unit is billed to us, you are required to pay the entire amount of the electrical service bill paid by us, if any, regardless of whether or not the electrical service is in your name.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.

6. INTERNET. We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright



Resident: [REDACTED] Owner/Agent: _____

Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 6.**

7. **RELOCATION.** It is understood that the Apartment may contain other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon **5** days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than **5** days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$350.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.
8. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay, a one-time non-refundable service fee of **\$75.00** is required for the use of facilities and service-related functions associated with this Lease (the "Service Fee"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.
9. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
10. **RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. If we enter in the event of an emergency with prior notice to you, we will notify you of the entry by leaving a written notice in a conspicuous place in the Apartment. **You may not change any locks.** You agree that your request for maintenance or repairs shall constitute permission to enter.
11. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lightning, wind, explosion, power surges or interruptions. We are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct.

WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY. You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons



Resident: [REDACTED] Owner/Agent: _____

enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

12. DAMAGE OR DESTRUCTION OF PREMISES. If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.

13. DEFAULT. You are in violation of this Lease if:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within **10** days of our execution of this Lease. You fail to provide proof of general liability insurance coverage **10** days prior to your move-in date;
- b. You fail to pay Rent or any other amount owed as directed by this Lease;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- j. You carry or possess any unlawful handgun or firearm, air gun, or weapon of any type, any explosive, flammable, any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.

14. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f or g.
- i. As to a default for failure to provide a guaranty or security deposit, within **15** days of our execution of this Lease. In addition to terminating the Lease, we will charge you liquidated damages in the amount of **three** Rent Installments, which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

The exercise of any remedy by us or any action or inaction by us shall not constitute a waiver or default be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you, such acceptance of Rent does not constitute a waiver of any existing or preceding default or violation of this Lease or waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.



Resident: [REDACTED] Owner/Agent: _____

15. RULES AND REGULATIONS. You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

16. CONDITION OF PREMISES.

- a. Acceptance of Apartment. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**
- b. Duty to Maintain. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; (iv) keep the climate and moisture in the Apartment at reasonable levels; and (v) refrain from using waterbeds or water-filled furniture. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation.
- c. Responsibility for Damages. You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

17. RIGHT OF REFUSAL. Until we have executed this Lease and received all required documents and other items, we shall



Resident: [REDACTED] Owner/Agent: _____

have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, creed, sex, color, familial status, marital status, national origin, disability, status with regard to public assistance, or sexual orientation. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

18. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent unless we agree in writing to accept a lesser sum. You will not move out of your Bedroom or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bedroom or the Apartment. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
19. **YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire (unless otherwise required by applicable law) and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 16 above.
20. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.
21. **CONSENT TO JURISDICTION.** This Lease has been entered into in **HENNEPIN COUNTY IN THE STATE OF MINNESOTA**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **HENNEPIN COUNTY IN THE STATE OF MINNESOTA**.
22. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the **STATE OF MINNESOTA**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
23. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
24. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.
25. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
26. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.
27. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
28. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to



Resident: [REDACTED] Owner/Agent: _____

find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$350.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.

- 29. TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
- 30. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
- 31. SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
- 32. WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
- 33. HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.
- 34. NOTICES; ELECTRONIC NOTIFICATION.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice to you via electronic delivery, except as required by law. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and text messaging (*standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 35. PARKING; SHUTTLE SERVICE.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. There are parking spaces available to you at a rate of **\$150.00** per month. Upon execution of the Lease you are liable for the rent of the parking space for the full term of your Lease Agreement. However, you are permitted to assign your rights to this parking space to another resident if we give our written consent, but the giving of our consent is our sole discretion. We are not responsible for finding a person to whom you can assign the parking space and we are not obligated to assist you in finding a potential assignee or to fill your parking space before filling other parking spaces in the community. It is your sole responsibility to find a person to whom you can assign this parking space. Even if you do assign this parking space, you will still be liable for all the obligations for payment under this paragraph, unless we specifically agree, in writing, to release you. We may provide access to a shuttle service for your use. For any shuttle service we provide, we are only liable to you if you suffer injury as a result of our gross negligence or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.
- 36. PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you,



Resident: [REDACTED] Owner/Agent: _____

including without limitation any and all claims for libel, false light or invasion of privacy.

37. INSURANCE. You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.

38. QUIET ENJOYMENT. Owner covenants that on paying the Rent and performing the covenants herein contained, Resident shall peacefully and quietly have, hold, and enjoy the Apartment for the Lease Term.

39. UNLAWFUL ACTIVITIES. Owner and Resident covenant that:

- a. Neither will:
 1. Unlawfully allow controlled substances in the Community or Apartment or in the common area and curtilage of the Community or Apartment;
 2. Allow prostitution or prostitution-related activity as defined in section 617.80, subdivision 4, to occur in the Community, Apartment or in the common area and curtilage of the Community or Apartment;
 3. Allow the unlawful use or possession of a firearm in violation of section 609.66, subdivision 1a, 609.67, or 624.713, in the Community, Apartment or in the common area and curtilage of the Community or Apartment; or
 4. Allow stolen property or property obtained by robbery in the Community, Apartment or in the common area and curtilage of the Community or Apartment; and
- b. The common area and curtilage of the Community or Apartment will not be used by either the Owner or the Resident or others acting under the control of either to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase, or possess a controlled substance in violation of any criminal provision of chapter 152. The covenant is not violated when a person other than the Owner or Resident possesses or allows controlled substances in the Community or Apartment, common area, or curtilage, unless the Owner or Resident knew or had reason to know of that activity.

40. GUESTS AND OVERNIGHT STAYS. You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of **5** nights per month, but only **3** consecutive nights each month, and in no event more than **30** days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion.

YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: 1313 5th Street MN Owner, LLC

By: Greystar Management Services, LP, a Delaware corporation,
agent for Owner



Signed by [Redacted Signature]

Marlena Schlegel (Resident)

Date

(Owner/Agent)

Date

