

# LEASE AGREEMENT

This lease of the rental unit identified above is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

1. Each party signed on this lease as Tenant shall be individually and collectively responsible for the full amount of the rent. (This means the rent is due in full whether there is one resident or (X) residents.) The leased premises shall be used and occupied by no more than (x) adult persons. A \$5 per month discount will be granted to any tenant that opts to have rent paid via bank ACH transaction.
2. The rental unit will be furnished with window coverings, stove, refrigerator, and kitchen bar stools.

Furniture may not be removed from the premises without prior consent from Landlord. Furniture removed must be stored at Tenant's expense and returned to the premises in the same condition at the end of the lease term.

Twin Beds/Dressers are available on a first come/first served basis. Any items wanted (or not) can be moved by the tenant to a designated storage spot during normal business hours. A charge will be given if this needs to be done by PJ's Staff.

3. Tenant acknowledges that monthly rent is due and payable on or before the 1st day of each month during the term of this lease. A late fee of \$10 will be charged for any rent paid on the 5<sup>th</sup> day of the month and \$5 per day thereafter for each day of the month that the rent is late until paid in full. There will be a \$30 fee for all checks returned whether for non-sufficient funds, account closed, your bank's error, etc. If any check is returned for non-sufficient funds, Tenant shall pay only by money order or cash thereafter. Any late charges, non-sufficient fund fees or rent remaining outstanding at the termination of tenancy will be deducted from the security/damage deposit.
4. The security/damage deposit is required at the time of lease signature. If Tenant is a current Tenant with Landlord at the same or different address and has a security deposit in escrow with Landlord at the time of this signing, that security deposit shall serve also as a deposit on this unit and shall be rolled over at the end of the current lease term. Simple interest of 1% will accrue on the security/damage deposit. The deposit plus interest and less any amounts withheld will be returned in person or mailed to Tenant's last known address within 21 days after the end of the lease term. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damages and accounting for any amount withheld. The reasonable cost of repairing any damages caused by Tenant and Tenant's guests or invitees, normal wear and tear excepted, will be deducted from the security/damage deposit. Tenant has five days after the beginning of the lease term to notify Landlord in writing of defects in the premises; no deduction from Tenant's security/damage deposit shall be made for any damages or defects for which notification is given. Landlord shall have no responsibility for accounting to more than one Tenant for the return of the security deposit. If more than one Tenant individually occupies the premises, it shall be their sole responsibility to handle between themselves the payment and division of security deposit monies. If, at the end of the tenancy, Landlord receives more than one forwarding address for the return of the security deposit, Landlord may return all or any part of the security deposit to any one of the addresses left with Landlord.
5. Last Month's Rent will be due on the 27<sup>th</sup> of February 2020. This payment will be for the final month of the lease term as stated above. This arrangement is in lieu of Final Month's Payment due at lease signing. Under state law, Tenant may NOT withhold payment of all or any portion of rent for the last payment period on the grounds that the security deposit shall serve as payment for the rent.
6. Doors and windows should remain locked at all times that the Tenant is absent from the rental unit. Tenant may not enter or exit the apartment through any window unless in an emergency such as fire. All doors and windows have been provided with proper locks and Tenant is responsible for notifying the Landlord in writing if any lock is not in working order or not in acceptable condition. ANY PERSON ENTERING THE RENTAL UNIT THROUGH AN UNLOCKED DOOR OR WINDOW WILL BE CONSIDERED AN INVITEE OF THE TENANT. Damages, accidental or intentional, caused by Tenant or Tenant's guests or invitees to appliances, walls, doors, blinds, flooring, ceiling, windows, furniture, equipment and fixtures are chargeable to Tenant. All window damage and front door/entry way/deck damage is the responsibility of Tenant. Damage charges are not limited to the amount of the security/damage deposit.
3. Tenant is responsible for maintaining a state of cleanliness in and around the premises so as not to invite pests or violate any City or State health codes. Any fines assessed for violation of such codes will be paid by Tenant. When vacating the premises, ceilings, walls, doors, windows, blinds, floors, carpeting, furniture, etc. will be left as it was found upon move in. At the end of each lease term, all carpeting will be professionally cleaned by the Landlord at the cost of Tenant. This cost will be deducted from Tenant's security/damage deposit. Any cleaning or repainting costs incurred by the Landlord due to Tenant damage, waste or neglect will be deducted from the security/damage deposit.

4. Tenant agrees to inform the Landlord of all hazardous and/or potentially hazardous conditions which may develop or have developed in, near or outside the leased premises. These conditions include, but are not limited to, water issuing from pipes or fixtures, walls or ceilings; deficiency in furnace operation; ice build-up on sidewalks, steps or parking lots; deficiency in lighting of common areas; and any other conditions which could be considered by the Tenant to be a dangerous or potentially dangerous situation or a situation which may cause property damage.
5. Tenant agrees to refrain from tampering with smoke detectors, fire alarms or fire extinguishers. Tenant is aware that tampering with any fire equipment is a CRIME and may also carry a fine of up to \$1,000. Tenant agrees to notify Landlord of any problems with detectors or other fire equipment.
6. Tenant shall not assign this lease nor sublet the premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or sublease, it is up to the Landlord's sole discretion and judgment whether Tenant shall be relieved of Tenant's liability under this lease and whether the security/damage deposit shall be returned before the lease term has expired. The Landlord will not be responsible for finding sub-lesers should Tenant need to vacate the premises before the end of the lease term. THERE WILL BE A \$50 CHARGE FOR PREPARATION OF THE SUBLEASE AGREEMENT or should this lease have to be rewritten or changed in order to accommodate a Tenant sublease or replacement, which charge shall be deducted from the security deposit.
7. Heat, hot water, internet, and garbage removal shall be provided by the Landlord. Tenant shall be responsible for all other utilities (electricity, phone, cable). A one-time installation fee may be charged to the tenants for internet. Should any tampering be done to the computerized thermostat in order to raise the temperature in the winter, Tenant shall automatically be responsible for paying heat (gas) from thereon. Should it be determined that water usage is in excess of the average use for this unit due to neglect on the part of Tenant such as failure to report leakages or running toilets to Landlord, Tenant shall be responsible and liable for the excess payment of water usage.
8. Landlord shall maintain the lawn, provide for snow removal and provide a garbage dumpster and recycling containers. Garbage must be bagged, tied and placed in dumpsters by Tenant. Tenant shall be responsible for any extra garbage charges should Tenant dispose of furniture or mattresses not owned by Landlord in or near dumpsters or left anywhere on the leased premises or outside grounds. Those Tenants with parking permits shall move their cars from the parking lot for snow removal upon request via email or phone.
9. Landlord or their designated agent reserves the right to enter the leased premises at all reasonable hours during the term of this lease for the purpose of inspecting the premises and any building improvements on the premises, to make repairs and alterations to the leased premises, to respond to any health or safety emergencies, to comply with any law or regulation, and to preserve and protect the premises from damage. Tenant grants permission to Landlord to show the premises to new rental applicants at reasonable hours of the day.
10. Tenant agrees to vacate the premises at the end of the lease term (noon, May 20, 2020) and immediately deliver all entrance and mail keys issued to them, unless Tenant has renewed the lease for these premises with Landlord; in that case, the lease term shall be extended to May 31, 2020. Any keys not returned by 12:00pm May 20, 2020 will be replaced at Tenant's expense, which may include the cost of changing the locks.
11. If Tenant abandons the premises before the expiration of the lease term, it is Tenant's responsibility to find a sub-leaser; however, should Tenant fail to do so, Landlord shall make reasonable efforts to re-lease the premises and shall apply all money held first to repair any damages and then to the rent due or to become due until the premises are re-leased. Tenant remains liable and responsible for all terms and conditions of the lease should Tenant abandon the premises and shall remain so until the premises are re-leased for the remainder of the lease term.
12. If Tenant shall leave any property on the premises after the end of the lease term, Tenant shall be deemed to have abandoned the property, and Landlord shall have the right to dispose of the property as provided by law.
13. During the lease term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises:
  - a) To use the premises for residential purposes only by Tenant.
  - b) Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the premises or the building of which it is a part.
  - c) Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building.
  - d) Not to use or keep in or about the premises anything which would adversely affect coverage of the premises or the building of which they are a part under a standard fire and extended insurance policy.

- e) Not to permit any outdoor cooking or barbecuing on any deck platforms, landings or underneath the deck structure in accordance with the City Code.
  - f) To obey all lawful orders, rules and regulations of all governmental authorities while on the premises.
  - g) Not to keep in or about the premises any animal, reptile or bird, not to pet-sit for others, and not to allow guests or invitees to bring their pets into the rental unit.
  - h) Not to store or bring onto the leased premises any type of firearm, and not to allow invitees or guests to bring any type of firearm onto the leased premises.
  - i) To keep the premises in clean and tenantable condition and in as good repair as at the beginning of the lease term, normal wear and tear excepted. If there is an indication of neglect in cleaning or general upkeep, a written warning will be issued. If the Tenant does not correct the problem, the Landlord shall do so at Tenant's expense.
  - j) Not to permit any guest or invitee to sleep overnight in the premises for any period of time exceeding three days without prior written consent of Landlord.
  - k) To be liable for all acts of negligence or breaches of this lease by Tenant and Tenant's guests and invitees (refer to paragraph 5 for definition of invitee). Tenant is responsible for the conduct of Tenant's guests and invitees both within Tenant's rental unit and on the building premises and grounds in accordance with this lease agreement. Tenant will be charged with any damage caused by Tenant's guests and invitees. Civil and criminal charges will be filed for any severe damages (holes in walls or doors, windows broken, etc.) caused by Tenant or Tenant's guests or invitees.
  - l) Not to hold parties for the purpose of consumption of alcoholic beverages. PARTIES, OR GATHERINGS OF INDIVIDUALS FOR THE PURPOSE OF CONSUMING ALCOHOLIC BEVERAGES, ARE STRICTLY FORBIDDEN. Should such a party occur on the leased premises, Tenant shall be charged a \$500 FINE for each occurrence, which shall be deducted from the security/damage deposit. Landlord reserves the right to enter the premises to disperse any such gathering should the gathering bring attention to neighbors or the police, or should the characteristics of the gathering threaten to cause damage to the premises.
  - m) Not to smoke or permit any guest or invitee to smoke inside the leased premises. SMOKING IS PROHIBITED WITHIN THE PREMISES AND IN ANY INDOOR STAIRWAY OR ENTRY WAY OF THE PREMISES. If any Tenant or invitee/guest of Tenant is found to be smoking or any evidence of such is found inside the leased premises, Tenant will be charged a minimum of a \$250 FINE for each occurrence, which shall be deducted from the security/damage deposit. Landlord hereby puts Tenant on notice that any evidence or sign that smoking has occurred in the apartment is grounds for charging Tenant the full security deposit. In cases where more than one Tenant occupies a unit, the \$250 FINE shall apply to all renters regardless of whether or not the violation was caused by an individual (s) or guests. E-Cigarettes are permitted inside the premises, but Hookahs are not.
  - n) Only pertaining to 529 Huff Apartment 3: Not to smoke or permit any guest or invitee to smoke on the roof deck. The roof area outside of the roof deck is off limits to everyone. Any damage done to the roof, equipment on the roof, or canopy below by Tenant or invitee/guest of Tenant either by smoking, accident, vandalism or malicious act will be charged back to Apartment 3 Tenants and will result in the roof deck being locked for further use. E-Cigarettes are permitted on this deck, but Hookahs are not.
  - o) Only pertaining to 320 W. Mark Apartment 5 & 529 Huff St Apt 1 & 2: Not to smoke or permit any guest or invitee to smoke on the deck. There is a roof underneath the deck that may be damaged by cigarettes or butts falling through the cracks of the deck flooring. Any damage done to the roof below by Tenant or invitee/guest of Tenant either by smoking, barbecuing on the deck will be charged back to Apartment 5 Tenants. E-Cigarettes are permitted on this deck, but Hookahs are not.
  - p) To pay all attorney's fees and expenses incurred by Landlord in enforcing any of the terms of this lease.
17. Unless Tenant has received specific written consent of the Landlord, Tenant may not do or permit any of the following:
- a) Paint, alter or redecorate the premises.
  - b) Drive nails or screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the premises or apply stickers to any surface, interior or exterior.

- c) Attach or affix anything to the exterior of the premises or the building in which it is located, including any type of advertising sign which may be read from the street.
  - d) Attach or affix any shelving or other permanent fixture into any wall, ceiling, floor or woodwork without permission. If permission is granted, Landlord will have such item installed professionally, and it will become part of the leased premises and cannot be removed.
18. If the premises are damaged by fire or other casualty to a degree which renders them un-tenantable, Tenant may vacate the premises and rent shall abate until the premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the premises, and if repairs are not made, this lease shall terminate. If the premises are damaged to a degree which does not render them un-tenantable, Landlord shall repair them as soon as reasonably possible.
19. Landlord may make such reasonable rules governing the premises and the building of which they are a part as Landlord deems necessary. Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Landlord may make changes in the rules and shall give written notice of changes to Tenant at least fourteen (14) days before the new rules become effective. Tenant acknowledges receipt of the attached rules prior to execution of this lease.
20. Tenant promises and agrees to make no claim and expressly waives any and all claims against Landlord on account of any personal injury sustained, or any loss or damage to property caused by fire, water, deluge or overflow, explosion, howsoever arising or caused, or being within the premises, or for the loss of any articles from the premises of the building by theft or from any other cause.
21. In the event of a sale or conveyance by Landlord of all or part of the Leased Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this lease. This lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee.
22. Should the Tenant fail to make the above-mentioned rent payment when due or to fulfill any of the promises or agreements contained in this agreement, then it shall be lawful for the Landlord to terminate and cancel this lease. Landlord may then re-enter and take possession of the premises and hold and retain the premises fully and absolutely without the re-entry working a forfeiture of the rents to be paid and the promises to be performed by the Tenant during the full term of this lease.

Minn. Stat. §504.22 (1992) requires Landlords to notify Tenants that the following handbook is available to them: Landlords and Tenants: Rights and Responsibilities, from the Office of Lori Swanson, Minnesota Attorney General, which can be found at <http://www.ag.state.mn.us/Brochures/pubLandlordTenants.pdf>. This statement serves as notification of such.