

FLEETHAM ADVANTAGE, INC. dba IDEAL PROPERTY INVESTMENTS | dba BRIGHT CHOICE MAINTENANCE



323 N Washington Avenue • Suite 200 • Minneapolis, MN 55401
(612) 290-6107

1. TENANT LEASE AGREEMENT:

1.1 PREAMBLE

Greetings, <<Tenants (Financially Responsible)>>;

Thank you for renting a property with <<Company Name>>! We are honored, and excited, to make<<Unit Address>> your new nest!

Before you sign the subsequent Tenant Lease Agreement, we would like to take this opportunity to educate you about the top 10 action items, imperative to your rental experience, of which is imperative to a positive rental experience, as outlined, below:

1. **Ideal Property Investments is a Licensed Minnesota Real Estate Brokerage (#40367277) owned, and operated, by Kelli Johanson, Real Estate Broker (#40367276).**
2. **Ideal Property Investments operates as a DBA under Fleetham Advantage, Inc.**
3. **Ideal Property Investments has been contracted by this property's owner to manage on their behalf.**
4. **Kelli Johanson will be your point of contact at Ideal Property Investments.** She can be contacted via any of the following methods:
 - 612.290.6107 (cell)
 - kelli@idealpropertiesmn.com (e-mail)
 - 323 N Washington Ave. #200, Minneapolis, MN 55401 (snail-mail)
 - <http://idealpropertiesmn.com> (web)
5. **AppFolio and Electronic Transmission of Documents.** Ideal Property Investments partners with AppFolio, a software company specialized in offering Tenants the convenience of 1) Paying Rent Online and 2) Submitting Maintenance Requests Online, of which can be accomplished by activating your portal, as sent via e-mail to the address listed on your applicant file. NOTE: EACH TENANT RETAINS INDEPENDENT ACCESS TO THEIR OWN PORTAL AND MUST ACTIVATE ACCORDINGLY, given it is required to sign this Lease Agreement, as explained in 6., hereinafter.
6. **Digital Signature.** This Lease Agreement is powered by AppFolio and is therefore digitally processed. It is prudent that you READ . EVERY . SINGLE . WORD. You will be prompted to type your initials on each page, indicating your understanding and agreement to all respective terms and conditions, finalized by typing your full signature on the last page. Each applied Tenant must sign this Lease Agreement. By digitally signing this Lease Agreement, you are consenting that your electronic signature on this Lease, and all future agreements and documents has the same legal effect as if you signed such agreements and documents in ink and will be deemed valid, authentic, enforceable, and binding. By signing this document, you are also consenting to all future documents and agreements to be in electronic format. Once signed, Management will countersign; therefore, prompting a legally binding copy to be uploaded to your AppFolio portal for your files.
7. **Kelli Johanson is NOT the Lessor.** Please note, although Kelli Johanson signs as "Lessor", they are NOT the Lessor, rather a representative authority of/to the property and its ownership, as more specifically defined within the Lease Agreement to follow
8. **Insurance Requirement.** Each Tenant is required to carry RENTERS INSURANCE effective as of the date of their occupancy (you are currently scheduled to move in on: <<Move-in Date>>) and is obligated to retain said coverage throughout their lease term date (you are currently scheduled to move out on:<<Lease End Date>>). WHY? Read all about it here: <https://www.roostrentersinsurance.com>. At minimum, each Tenant is required to carry a \$100,000 liability policy, as referenced within Section 1.11 of your Lease Agreement. Although we have presented you with the aforementioned option, you are not required to utilize them as your carrier. You may elect coverage at your own will, via your own carrier. If you proceed on this path, we simply require you provide us with a copy of your policy prior to occupancy, specifically listing us: Fleetham Advantage, Inc. & Its Subsidiaries, 323 N Washington Ave. #200, Minneapolis, MN 55401 as an additional insured. This is to ensure you do not lapse in coverage during your tenancy.
9. **Utilities.** You will be required to have all Tenant assumed utilities transferred into your name(s) as of your date of occupancy on <<Move-in Date>>. Utility company contact information will be sent to you, via e-mail, at which time you will be required to respond with each respective account number.
10. **Requirements Upon Signing Lease.** Your deposit, first month's rent, and move-in/out fees are collected upon signing your Lease Agreement. Payments must be made through your AppFolio portal.
11. **Move-In Date/Time.** Your move-in date/time will be scheduled once the aforementioned items have been completed. Watch for an e-mail, dedicated to such topic.

Thank you, again, for renting with Ideal Property Investments. As mentioned above, we look forward to making<<Unit Address>>your nest!

Please be reminded, however, that despite our best efforts to inform/educate you of our practices, it is imperative that you follow our direction for a positive rental experience; hence this Preamble. With this being said, here's to a successful tenancy!

1.2 LEASE DEFINITIONS:

THIS TENANT LEASE AGREEMENT, herein called "**Lease**" is made as of <<**Move-in Date**>>, between, <<**Owner Name(s)**>>, herein called "**Lessor**", and <<**Tenants (Financially Responsible)**>>, herein called "**Tenant**". Lessor has contracted <<**Company Name**>>, herein called "**Property Manager**", as Lessor's designated Property Management Company, who will act on Lessor's behalf and be Tenants point-of-contact. Your site manager(s), <<**Site Manager**>>, herein called "**Agent**" is authorized to manage the Premises and may be contacted via cell phone at: <<**Company Phone Number**>>, or e-mail at: kelli@idealpropertiesmn.com.

As required by Minnesota Statutes Section 504B.181: An Owner/Lessor of the Premises, or an Agent, is authorized to accept service of process and receive and give receipts for notices and demands. All Tenants agree that notices and demands delivered by authorized Agent to the above referenced Premises are proper notices to Tenant.

1.3 WITNESSETH:

In consideration of the terms and conditions of this Lease, Lessor leases and rents Tenant the property, addressed at:<<**Unit Address**>>

herein called "Premises". Lease will commence on <<**Move-in Date**>> and terminate on <<**Lease End Date**>>, at 12:00 O'clock, P.M., CST (Central Standard Time), herein called "Lease Term". For the purposes of terminating this Lease at the end of the Lease Term set forth above, and for no other purpose, each party shall give the other SIXTY (60) days written notice, which notice must be given on, or before, the last day of the calendar month to be effective TWO (2) full calendar months and one day later. This notice period does not apply to any breach of the terms, conditions, or covenants of this Lease. The Premises are to be occupied solely as, and for private residence, and not otherwise by Tenant, consisting of no more than the following persons:<<**Tenants (Financially Responsible)**>>,<<**Other Occupant(s)**>>and/or Tenants adolescent children, as referenced on Tenants rental application(s). No additional occupancy is permitted unless prior written consent has been provided to Tenant from Property Manager. Visitors and guests may not occupy the Premises for more than TWO (2) consecutive weeks per year. If the stay exceeds TWO (2) consecutive weeks the Tenant shall pay TWENTY AND NO/100THS DOLLARS (\$20.00) per day, per extra person. No pets are permitted on Premises unless written authorization is granted and agreed to at the signing of this Lease, and/or in accordance with a Pet Addendum as presented via an Addendum to this Lease Agreement.

1.4 TENANT RENT & CHARGES:

Tenant agrees to pay to Property Manager, for the above described Premises, the sum of:<<**Monthly Charges**>>for each and every month of the Lease Term payable, in advance, on the FIRST (1st) day of each month of the lease term. Rents and Charges are expected to be paid on time and remitted to:<<**Company Address**>>

via method of payment offered and accepted* by <<**Company Name**>>. Rents not received by the THIRD (3rd) of each month will be considered late and a late payment charge of EIGHT PERCENT (8%) of gross rents not received, will be assessed to Tenant.

Late payment of rent must be discussed with Property Manager, <<**Site Manager**>>, at: <<**Company Phone Number**>> before rent is due. Late fees must be included with late rent payments. Property Manager will handle late payment of rent as non-payment of rent and file to evict Tenant.

If any check given by Tenant to Property Manager shall not clear Property Manager's account, regardless of the reason, there shall be a charge of SEVENTY FIVE AND NO/100THS DOLLARS (\$75.00) assessed to Tenant.

If a third-party is guaranteeing Tenant payment(s) of the financial obligations, as set forth in this Lease, third-party must assume responsibility by signing a Guaranty form, provided under separate cover.

*** CASH NOT ACCEPTED. CREDIT AND DEBIT CARDS ACCEPTED FOR A FEE.**

1.5 TENANT LEASE HOLDOVER:

In the event Tenant does not provide notice to renew or vacate Premises, as in accordance to Section 1.2, Witnesseth, above, Tenant will be considered a month-to-month Tenant for what will be considered a Holdover period and all terms and conditions of this Lease shall remain and continue to apply during said period. Such Holdover by Tenant shall operate to extend this Lease Term payable and increase Tenant's current rent rate by FIVE PERCENT (5%).

1.6 TENANT DEFAULT:

If Tenant defaults in payment of rent, or any part of a payment, at the time specified in this Lease, or if any default is made in performance of, or compliance with any other term or condition of this Lease, this Lease, at Lessor's option, may be terminated. If contraband, or a controlled substance manufactured, distributed, or acquired in violation of Minnesota law is allowed on the Premises by the Tenant, Tenant has no defense under Minnesota Statutes § 609.5317, and Tenant shall have no further right to possession of the Premises, and Lessor may bring an eviction action against Tenant.

Of note, all mentions of eviction in this Lease Agreement are subject to the Minnesota Governor's Executive Orders. To find out more about your eviction rights please visit <https://mn.gov/covid19/for-minnesotans/get-help/housing.jsp>.

1.7 TENANT ASSIGNMENT & SUBLETTING OF PREMISES:

Tenant agrees not to assign, or sublet Premises, or any part thereof to any person, or allow any other person to occupy Premises without first obtaining the written consent of Property Manager.

1.8 TENANT RELEASE FROM PREMISES:

Unless Tenant is Military Personnel, or an Addendum exists as part of this Agreement, Tenant is not released from this Lease for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death. For Tenants who are Military Personnel, this Lease will coincide to abide under Section 535 of the Service Member Civil Relief Act Clause.

1.9 TENANT ABANDONMENT OF PREMISES:

If at any time during this Lease Term Tenant abandons Premises, or any part of Premises, Lessor may, at Lessor's option, bring an action to receive possession of Premises. This action is equivalent to a demand for the rent and reentry upon the Premises. Lessor may, at Lessor's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease, during the balance of the unexpired term, if this Lease had continued in force, and the net rent for that period realized by Lessor by means of re-renting the Premises. If Lessor recovers possession of Premises following Tenant's abandonment of Premises, Lessor may consider any personal property belonging to Tenant, left on Premises by Tenant, to have been abandoned. Lessor may then dispose of all Tenant's personal property left on Premises in any manner Lessor shall deem proper, and Lessor is hereby relieved of any and all liability for doing so.

1.10 TENANT SECURITY & PET DEPOSIT(S):

Tenant agrees to remit payment to Property Manager for a Security Deposit in the sum of <<Security Deposit Charges>>, as is defined in the attached Security Deposit Agreement Addendum. Security Deposit is to be retained by Lessor, or Property Manager, as a "Damage and Cleaning Deposit". This deposit is to bear simple non-compounded interest at the rate of ONE PERCENT (1%) per year. Deposit will be refunded to Tenant, as in accordance to Minnesota Statute 504B.178.

NOTE: This is separate of any Pet Deposit. If a Pet Deposit applies, a Pet Addendum(s) will be attached to this Lease Agreement.

1.11 TENANT KEY POLICY:

Property Manager has conducted a background and credit check on Tenants signing this Lease. Tenant was assessed a SEVENTY FIVE AND NO/100THS DOLLARS (\$75.00) non-refundable application fee to cover this service, of which was paid at onset of Tenant applying. Each Tenant will receive one key on the commencement date of this Lease. No additional keys will be distributed, unless the following occurs:

1. Application completed and approved by Lessor and/or Property Manager.
2. Applicant provides a non-refundable ONE HUNDRED and NO/100THS DOLLARS (\$100.00) deposit for additional keys. Upon receipt of deposit, keys will be provided to applicant.

Unauthorized key holders will be dealt with as trespassers. There will be a lockout charge of ONE HUNDRED AND NO/100THS DOLLARS (\$100.00) to let Tenant into Premises after lockout. Payment is due at time of re-entry.

1.12 TENANT LIABILITY INSURANCE:

Lessor and/or Property Manager, is not responsible for any damage or injury that is done to Tenant or Tenant's property, guests, or their property that was not caused by Lessor and/or Property Manager. Lessor requires Tenant to obtain \$100,000 Limit of Liability for Tenant's legal liability for damage to Lessor's Premises and/or property for no less than the following causes of loss: Fire, Smoke, Explosion, Water Damage, Backup/Overflow of Sewer, Drain, or Sump, herein called "Required Insurance".

Tenant is required to furnish Agent, <<Site Manager>>, with evidence of Required Insurance prior to occupancy of leased Premises and at the time of each lease renewal period. If at any time Tenant does not have Required Insurance, Tenant is in breach of the Tenant Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Tenant for all costs and expenses associated with such purchase.

Tenant may obtain Required Insurance from an insurance agent or insurance company of Tenant's choice. If Tenant furnishes evidence of such insurance and maintains the insurance for the duration of the Tenant Lease Agreement, then nothing more is required. If Tenant does not maintain Required Insurance, the insurance requirement of this Tenant Lease Agreement may be satisfied by Property Manager, who may schedule the Tenant's unit for coverage under the Landlord's Required Tenant Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LRRL coverage shall be charged to Tenant by the Lessor. Some important points of this coverage, which Tenant should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Tenant Lease Agreement. Lessor is the Insured under the LRRL. Tenant is not the insured under the LRRL policy.
2. LRRL coverage is not personal liability insurance or renter's insurance. Lessor makes no representation that LRRL covers Tenant's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Tenant requires any of these

coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice, and provide such copy to Property Manager.

3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Tenant elsewhere. At any time, Tenant may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Tenant Lease Agreement.
4. Licensed insurance agents may receive a commission on the LRRL policy.
5. The cost to the Tenant for the LRRL coverage shall be nine dollars and fifty cents Dollars (\$9.50) per month. Additionally, a Monthly Administration Fee in the amount of three and NO/10ths Dollars (\$3.00) will be charged and retained by the Property Manager for processing and handling.

Scheduling under the LRRL policy is not mandatory and Tenant may purchase Required Insurance from an insurance agent or insurance company of Tenant's choice at any time and coverage under the LRRL policy will be terminated by the Lessor. Regardless, Tenant agrees to carry all necessary fire and other insurance on Tenant's own personal property and Lessor and/or Property Manager cannot be responsible for any loss or damage to Tenant by reason of failure of Tenant to carry such insurance. If Tenant opts to seek insurance coverage outside of LRRL, Tenant will be required to provide Lessor with proof of insurance prior to occupying the Premises (referenced in section 14 above) and to list:

<<Company Name>><<Company Address>>

the Property Manager, as an additional interest on the policy, to ensure Tenant does not lapse in coverage.

1.13 TENANT FIRE, CASUALTY, & WAIVER:

FIRE/CASUALTY: If the Premises is destroyed as a result of fire or explosion, this Lease shall terminate, with pro-rata of rent paid, or due and unpaid. In any event, Lessor shall have no obligation to repair or restore improvements and additions made by Tenant. Tenant shall make no claim against Lessor and respective owners, officers, employees, and their servants, for loss or damage to any property caused by fire, water deluge overflow, explosion, theft, or from any cause howsoever arising. Tenant hereby expressly waives any and all such claims against the Lessor.

WAIVER: That notwithstanding any claims the Tenant may seek to make against the Lessor and/or Property Manager, for any reason whatsoever relating to Lease, the Tenant will pay all rent in full, as and when due, pending the settlement or disposition of any such claim. All rights given to Lessor by this Lease shall be cumulative and in addition to any other rights given by the laws of this State, and the exercise by Lessor of any right, shall not operate as a waiver of any other rights and no waiver shall be inferred from Lessor and/or Property Manager's failure to act on any default by Tenant, and any default by Tenant that is waived by Lessor, shall not constitute a waiver of subsequent similar defaults. Tenant hereby forever releases and discharges Lessor and/or Property Manager and their servants from any and all liability for loss, damage, or injury, including, but not limited to, injuries to persons or property, which may hereafter occur to, or be suffered by, Tenant in the Premises, in, upon, or about the Premises. Tenant waives and relinquishes any such claim or cause of action and will save Lessor and/or Property Manager harmless from any such claim, cause of action, or liability based thereon together with costs, expenses, and reasonable attorneys' fees.

1.14 TENANT CODE OF CONDUCT:

Tenant promises to not conduct themselves in a loud, boisterous, unruly, disorderly, or thoughtless manner. Nor, to disturb the rights, peace, and/or quiet of other Tenants and/or Agents affiliated with Premises.

Tenant promises to use the Premises as their private residence only, not for prohibited uses including, but not limited to: business uses, sales, swaps, unit sharing, home swapping, Airbnb, and/or any other use where Tenant receives financial benefit or consideration, whether that be in the form of cash, credits, or barter. If Tenant has received any payment, credit, or consideration for said prohibited use, or Tenant has actively solicited such usage, Tenant will be considered in violation of Tenants Lease Agreement and subject to eviction.

Tenant promises to comply with all rules, regulations, and/or community policies implemented throughout Tenants lease term.

Tenant promises to assume responsibility for the conduct of Tenants guests.

NOTE: City Noise Ordinance for the respective State, City, Village, Township, and/or Municipality is strictly enforced.

1.15 TENANT MOVE-IN / MOVE-OUT:

The Tenant will be assessed a Move-In Fee of ONE HUNDRED FIFTY and NO/100THS DOLLARS (\$150.00) and a Move-Out Fee of ONE HUNDRED FIFTY and NO/100THS DOLLARS (\$150.00), collected with, and in addition to, the Tenants security deposit. This Lease is set to Commence at 12:00 P.M. CST/CDT, respectively, on <<Move-in Date>> and terminate at 12:00 P.M. CST/CDT, respectively, on <<Lease End Date>>. Any deviations from this policy must be discussed with management prior to these dates and times.

At the expiration of this Lease, Tenant shall vacate and surrender Premises in as good a state and condition as it was at the commencement of this Lease, normal wear and tear excepted. Tenant and Property Manager will examine Premises to identify anything considered beyond normal wear and tear.

If Tenant moves-out prior to <<Lease End Date>> Tenant is considered to have surrendered and/or abandoned Premises, of

which immediately forfeits Tenant's right of possession for all purposes and gives Lessor the immediate right to: Clean, Conduct Repairs, Remove Tenant Property, and Re-Rent Premises. All charges incurred, as a result of Tenant's surrender and/or abandonment of Premises will be paid from Tenant's Security Deposit.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. TENANT RULES & REGULATIONS:

2.1 TENANT RULES & REGULATIONS:

Tenant and/or Tenant's guests must exercise due care for their own safety and security and agree to comply with any written community rules, regulations, and/or policies, including instructions to care for Premises.

On <<Move-in Date>> Tenant will conduct a pre-occupancy inspection of Premises, with Property Manager, to examine the condition of Premises and acknowledge that Tenant has received it in good order and repair. Such act will be documented via completion of a move-in form and video, of which may take place from a virtual connection.

These Rules and Regulations correspondence and are in unison with Community Policies, as referenced in Section 5 of this Lease. Tenant shall keep Premises and its fixtures, carpets, equipment, and appliances therein in a clean, orderly, and sanitary condition. Tenant shall not waste, misuse, and/or abuse any utility or service. Tenant shall comply with all statutes, laws, ordinances, and governmental regulations. Tenant will not suffer or commit any act which is unlawful, immoral, or dangerous to persons or property, or that constitutes an unreasonable interference with the comfort, convenience, privacy, or quiet enjoyment of others. Tenant shall not alter or remodel the Premises, or drive screws, nails, or their equivalent into the walls, ceiling, or woodwork, nor change the decorating without Agents prior written consent. Tenant shall not affix any antenna, cable dish, or other attachment to the Premises, nor exhibit anything visible from the exterior of the Premises that would disturb the architectural design or aesthetic appearance of the Premises. Tenant shall be responsible for and Tenant shall repair, at Tenant's expense, any and all breakage or damage done to Premises and/or Premises fixtures, via negligence, abuse, and/or misuse by Tenant, Tenant's servants, Tenant's agents, and/or Tenant's invitees. If Tenant fails to repair within FIVE (5) days, Tenant agrees to promptly reimburse Lessor and/or Property Manager for any loss, property damage, cost of repairs or services caused by the negligence of Tenant and/or Tenant's servants, Tenant's agents, and/or Tenant's invitees.

These rules and regulations of the Premises are hereby made a part of this Lease and Tenant and Tenant's agents/guests shall observe the same. Failure to keep and observe these rules will constitute a breach of the terms of this Lease:

1. Tenant agrees to **not** use "in-tank" toilet bowl cleaners.
2. Tenant agrees to **not** burn anything (i.e. candles, incense, etc.).
3. Tenant agrees to keep grills a minimum of TEN (10) feet away from Premises.
4. Tenant agrees to **not** use charcoal grills on deck.
5. Tenant agrees to allow circulation fan (labeled in utility room) to run at all times.
6. Tenant agrees to use bathroom fans while showering.
7. Tenant agrees to **not** use rubber-backed rugs in/on interior/exterior of Premises.
8. Tenant agrees to replace furnace filter each month.
9. Tenant agrees to park vehicles in garage/driveway.
10. Tenant agrees to **not** use abrasive cleaning agents.
11. Tenant agrees to **not** pour grease down any drain.
12. Tenant agrees to winterize and de-winterize Premises each year.
13. Tenant agrees to fill water softener with softener salt each month. *
14. Tenant agrees to store garbage/recycling bins in garage before/after each pick-up.
15. Tenant agrees to **NOT SMOKE IN, ON, AROUND PREMISES** (guests, too).
16. Tenant agrees to maintain operable smoke detectors. *
17. Tenant agrees to maintain operable carbon monoxide detectors. *
18. Tenant agrees to maintain operable thermostats.
19. Tenant agrees to **not** ever turn off furnace in the winter.
20. Tenant agrees to **not** allow Premises temperature to fall below SIXTY (60) degrees.
21. Tenant agrees to keep operable and suitably-typed fire extinguisher under kitchen sink.
22. Tenant agrees to keep food in lid-tight containers.
23. Tenant agrees to replace burnt out light bulbs with same type.
24. Tenant agrees to **not** flush feminine products down toilet.
25. Tenant agrees to keep all windows/doors locked/secured when not present.
26. Tenant agrees to keep sidewalks free of snow/ice.
27. Tenant agrees to keep yard/lawn neat and free of clutter (i.e. toys, pools, etc.).
28. Tenant agrees to immediately pick-up pet waste and properly dispose.

* SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR NOTICE: Tenant accepts responsibility to maintain functional smoke detectors and carbon monoxide detectors. Tenant agrees to replace detector batteries at any time the existing battery becomes unserviceable. If after replacing a battery, the detector remains inoperable (typically evident by a "chirping" sound) Tenant agrees to immediately submit a maintenance request. If any fines are incurred due to Tenant negligence (such as detector tampering, covering, and/or dismantling) such fines will be passed onto and become the responsibility of the Tenant.

* WATER SOFTENER MAINTENANCE NOTICE: If at any time Tenant is unable to properly or timely add salt to the water softener, Tenant shall immediately notify Lessor in writing. Tenant's failure to properly and timely add salt is a material breach of this Lease Agreement and Lessor shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the Premises, including, without limitation, the plumbing or fixtures, caused by Tenant's neglect of misuse.

Disclaimer: YOU ACKNOWLEDGE AND AGREE THAT MANAGEMENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTER, RETAILER, OR SUPPLIER OF THE SMOKE/CARBON MONOXIDE DETECTOR(S). YOU WILL ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION OR FAILURE OF THE SMOKE/CARBON 4 MONOXIDE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE/CARBON MONOXIDE DETECTOR(S). NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE/ CARBON MONOXIDE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SAID DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY; (1) YOUR FAILURE TO REGULARLY TEST THE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DETECTOR(S); (3) THEFT OF THE SMOKE/CARBON MONOXIDE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE DETECTOR(S).

Tenant shall observe all aforementioned requirements and obligations, above, and comply with any printed or typewritten regulations now or hereafter posted on the premises, or delivered to Tenant by Lessor and/or Lessor's Property Manager, relating to the use of Premises.

2.2 TENANT AGREES TO CRIME & DRUG FREE HOUSING:

ATTACHED AND BINDING TO THIS LEASE AGREEMENT, SEE THE CRIME-FREE | DRUG-FREE LEASE ADDENDUM, PROVIDED UNDER SEPARATE COVER.

2.3 TENANT PARKING:

Tenant understands that parking:

- IS INCLUDED IN RENT
- IS NOT INCLUDED IN RENT

...as is referenced in Section 1.4, TENANT RENT & CHARGES. Tenant agrees that Tenant and Tenant's guests will park on Premises at their own risk. The time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone may be regulated. Unauthorized or illegally parked vehicles may be towed under an appropriate statute. Vehicles are prohibited from parking on Premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

2.4 TENANT PETS:

Pets (including mammals, reptiles, birds, and fish) are ONLY allowed if Property Manager has provided Tenant with authorization in writing, as will be referenced via a Pet Addendum, attached under separate cover and binding to this Lease Agreement. Tenant must remove an illegal animal within TWENTY FOUR (24) hours of notice or Tenant will be considered in default of this Lease. Property Manager will authorize a service animal for a disabled person, but only with a written statement from a qualified professional, verifying the need for said service animal.

If Tenant or Tenant's guests violates animal restrictions Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge Tenant for de-fleaing, deodorizing, and shampooing.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. TENANT RESPONSIBILITIES:

3.1 TENANT/LESSOR UTILITIES/SERVICES TO PREMISES:

Utilities and Services **included** in this Lease Agreement are indicated by the checked-box, below:

- NATURAL GAS
- ELECTRICITY
- WATER & SEWER
- TRASH
- INTERNET & CABLE
- PHONE (LANDLINE)
- EXTERIOR MAINTENANCE (LAWN CARE)
- EXTERIOR MAINTENANCE (SNOW REMOVAL)

Utilities **not checked**, above, are **not included** and are the Tenant's Financial Responsibility.

Tenant agrees to transfer Utilities and Services into Tenant's name(s) and provide Property Manager with respective billing account number(s) prior to <<Move-in Date>>.

Appliances included in Lease are: <<Appliances Included>>.

If Premises is managed by an Association, such dues are included in rent and will be paid by Lessor, Property Manager, or Association, of which bylaws are provided under separate cover, if applicable. Such services have been previously accounted for in the advertised rent rate from which posting you initially inquired. All other services are to be retained, and/or paid, by Tenant.

Lessor and/or Property Manager shall not be liable in damages or otherwise for any breakdown, interruption, or temporary reduction of Utilities and/or Services, caused by an act of God, or other occurrence not under Lessor, and/or Property Manager's, control. Any breakdown, interruption, or temporary reduction of Utilities and/or Services, caused by Tenant, shall be deemed a violation of this Lease and will be grounds for Tenant eviction.

Tenant agrees to not ever turn off heat during the winter months, nor shall Tenant waste, misuse, and/or abuse any utility of service.

3.2 TENANT REQUESTS FOR REPAIRS & MAINTENANCE:

Tenant shall report, as is in accordance to the HOME ASSISTANT ADDENDUM any damage or problem in, on, or around Premises or Tenant may be held responsible for the cost. Emergencies must be reported to Agent immediately, of which include, but are not limited to: No Heat, Water Leak, Electrical Problem/Malfunctioning Light, Broken/Missing Lock/Latch, and/or Other Conditions that pose a hazard to the Premises, to the Tenant's health, or to the Health and Safety of Others. Property Manager will respond in a timely manner to repair or remedy the situation, as necessary. Tenant agrees to allow immediate access of Premises to Lessor and/or Property Manager, or their agents and/or contractors. Tenant understands that such repairs may require the turn off of equipment and/or interruption of utilities to avoid property damage or to perform work.

3.3 TENANT AGREEMENT TO LESSORS RIGHT OF ENTRY:

Lessor and/or Property Manager, and/or their agents and contractors shall have the right to enter Premises at all reasonable hours to inspect Premises, to make necessary repairs, or improvements, and for any other purposes related to the safety, protection, preservation, or improvements of Premises, and in case either party has given notice of termination of this Lease, to show Premises to any prospective applicant.

In accordance with the Tenants Right to Privacy Statute, Property Manager shall make a good faith effort to give Tenant reasonable advance notice of Property Manager's intent to enter Premises, with the exception of an *emergency*, as is defined as: *a situation that poses an immediate risk to health, life, property, or environment*. Any Tenant request for work, repairs, or service on Premises shall constitute notice to Tenant and

authorization for Lessor and/or Property Manager, and/or their agents and contractors to enter Premises.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. GENERAL / MISCELLANEOUS:

4.1 ACTS OF THIRD PARTIES:

Lessor and/or Property Manager are not responsible for the actions, or for any damages, injury, or harm caused by third parties (such as other residents, guests, intruders, or trespassers) who are not under Lessor and/or Manager's control.

4.2 CONTRACT TERMINATION AND DISPUTE:

This Lease may only be amended, waived, or terminated, in writing (e-mail is acceptable), by Lessor and/or Property Manager. Any oral promises, representations, or agreements shall not be considered legally binding. No action or omission will be considered a waiver of any subsequent violation, default, or time or place of performance. Not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

4.3 LESSOR AND LANDLORD LIABILITY:

If Lessor shall be in default under this Lease and, if as a consequence of such default, Tenant shall recover a money judgment against Lessor, such judgment shall be satisfied only out of the right, title, and interest of Lessor in the Premises, as the same may then be encumbered; or, in the event of transfer by Lessor, any proceeds received by Lessor on account of such transfer, and neither Lessor, nor any person, or entity comprising Lessor, shall be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Lessor and/or Property Manager, nor any person, or entity comprising Lessor and/or Property Manager, other than its interest in the Premises as herein expressly provided.

4.4 INDEMNIFICATION:

Tenant hereby indemnifies, defends, and holds Lessor, Property Manager, and their respective partners, shareholders, directors, officers, employees, and agents (collectively, "Lessor's Affiliates") harmless from and against any and all losses, liabilities, obligations, penalties, claims, fines, demands, litigation, defenses, costs, judgments, suits, proceedings, actual damages, disbursements, or expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses) which may at any time be either directly or indirectly imposed upon, incurred by or asserted or awarded against Lessor or any of Lessor's Affiliates in connection with, arising from or relating to Lessor's entering into or carrying out the terms of this Lease, or the use, operation or maintenance of the Premises, including, without limitation, any injury or damage to person or property, or both, occurring on or about the Premises, other than any loss or liability, or damage arising solely by reason of Lessor's or Lessor's agents or employees negligence, willful misconduct, or gross negligence. The provisions of this Section shall survive the termination of this lease.

4.5 "FORCE MAJEURE" OR ACT OF GOD:

If the parties are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence or unsafe condition caused thereby which is beyond the control of the parties, then they shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law. Furthermore, if such an event damages the Premises to materially affect its habitability, Lessor reserves the right to vacate this Lease and Tenant agrees to excuse Lessor from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

4.6 JOINT AND SEVERAL OBLIGATIONS:

If there is more than one Tenant, each one shall be individually and completely responsible for the performance of ALL obligations of Tenant under this Lease, jointly and severally with every other Tenant, whether or not in possession.

4.7 COMPLAINT RESOLUTION:

It is agreed that Property Manager shall have an opportunity to resolve any concerns or complaints identified by Tenant before Tenant makes a complaint or adverse claim against Property Manager to any third party. Tenant agrees to identify in writing to Property Manager any concern or question Tenant has regarding the services provided by Property Manager and to allow Property Manager a fair opportunity and

time to investigate and resolve such concern, before making, filing or publishing any form of complaint, demand, critique, or dispute against Property Manager. This Section shall survive Termination.

4.8 TEMPORARY RELOCATION:

- a) In the event a major repair to the Premises must be made, which will necessitate Tenant vacating the Premises, Lessor may, at its option, terminate this Lease and Tenant agrees to vacate the Premises, holding Lessor harmless for any damages suffered.
- b) If Tenant is temporarily relocated to allow for repairs, Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate the Premises. No other payment or credit shall be owed to Tenant.
- c) If damage occurs as a result of the actions or negligence of Tenant or its guests and invitees, no reduction of Rent shall be made.

4.9 WAIVER OF JURY TRIAL:

To minimize legal expenses and, to the extent allowed by law, Tenant and Lessor agree that a trial of any lawsuit based on statute, common law and/or related to this Lease shall be to a judge and not a jury.

4.10 GENERAL REMINDERS:

This Lease shall not be altered, amended, or extended, except by written agreement, addendum, or amendment signed by both parties hereto. In the event that any section or provision of this Lease Agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect, and the affected provisions shall be amended to fit the intention of the parties. Tenant agrees to carry all necessary liability and other insurance, on Tenant's own personal property, and Lessor and/or Manager cannot be responsible for any loss or damage to Tenant by reason of failure of Tenant to carry such insurance. Tenant is required to carry Respective Insurance to protect Tenant against any and all such losses. Tenant is required to provide Agent with proof of insurance prior to occupying the Premises (referenced in section 14 below). Tenant agrees to list Property Manager:

<<Company Name>><<Company Address>>

as an additional interest/insured on the policy. In the event Lessor shall prevail in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, Lessor shall be entitled to all costs, incurred in connection with such action, including reasonable attorney's fees. This Lease is entered into by the Lessor based upon representations made in Tenant's Application for Lease, constituting a part of this Lease by reference. In the event it is determined that said representations or any part thereof are not true and correct, or if Tenant breaches any of the terms, conditions, or covenants contained in this Lease, then this Lease shall be considered in breach and in case of breach, eviction proceedings may be commenced at once. In the event it becomes necessary to evict Tenant because of a breach in any of the terms, conditions, or covenants contained in this Lease, Tenant will still be responsible for the rent payments until the Premises are rented, or until the expiration date of this Lease, whichever is first. See Minn. Stat. § 504B.285.

4.11 MISCELLANEOUS NOTICES:

The word Tenant as used herein applies individually and collectively to all individuals who sign this Lease as a "Tenant." Occupants who do not sign the Lease even though such occupants are authorized to be residing on the Premises are not "Tenants" for the purpose of receiving notices or having the rights enjoyed by Tenants, but they are subject to all of the responsibilities and restrictions imposed upon Tenants. It is understood and agreed that each Tenant signing this Lease is liable for the full amount of rent and any other amounts due to the Lessor under the terms of this Lease. All individuals who sign as Tenants shall be jointly and severally liable for all of the terms and provisions of this Lease. Notice to one individual Tenant shall constitute notice to all individual Tenants and notice to all occupants.

Per Minnesota Statute 504B.181, subd. 2(b)(2004) a copy of *Landlords and Tenants: Rights and Responsibilities* is available upon request, or linked hereinafter: <https://www.ag.state.mn.us/Consumer/Handbooks/LT/default.asp>

If a term, or any attachment to this Lease Agreement, conflicts with any terms of this Lease Agreement, these Lease terms will be controlling.

No oral promise or waiver made by a representative of Property Manager, including the Agent, <<Site Manager>>, is enforceable against Property Manager, unless reduced to writing and signed by Management.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. COMMUNITY | PROPERTY POLICIES:

5.1 BALCONIES, PATIOS, AND FIRE ESCAPES:

No rugs shall be shaken on the balconies or fire escapes, against walls, or in common areas. No carpeting of balconies, patios, fire escapes is allowed. Dust, rubbish, or litter may not be swept from the Premises into the halls, or entryways, of the building. Nothing may be placed on doors, balconies, patios, or fire escapes. No electric cords may be run from the Premises, balconies, patios, or fire escapes, to any vehicle or appliance outside of Premises. No decorating of balconies, patios, or fire escapes is permitted without prior written approval from Property Manager.

5.2 BALCONY AND PATIO FURNITURE:

Only furniture which has been designed specifically for outdoor, or balcony, patio, fire escapes use, may be used on the balcony, patio, fire escapes. The balcony, patio, fire escapes may not be used as a storage area for the hanging of bicycles, clothes, linens, or towels. No bird feeders, or feeding of animals, is allowed on the balcony, patio, fire escapes.

5.3 SATELLITE DISHES AND ANTENNAS:

The installation of antenna and satellite dishes is subject to special regulations and a separate set of rules. Tenant may NOT INSTALL satellite dishes or antennas on any part of the building or Premises without complying with Management and FCC approval requirements. These devices may not be used without compliance with these rules and pursuant to a separate written agreement you must sign with Management. Contact Property Manager for a copy of said rules.

5.4 BARBECUING, GRILLING, AND FIRE PITS:

In accordance with local laws and safety concerns, no grilling, cooking, or barbecuing of any kind is permitted on balcony, patio, fire escapes, sun decks, or in any area in the Premises except, and unless, there is a barbecuing area and equipment is provided by Management, or authorized by Management. Because of the severe health and safety issues about fires and barbecuing, and the difficulty in policing this rule, Tenants are not permitted to own, or store, any barbecue grill, grill supplies, or other outdoor cooking apparatus, on the Premises. No Fire Pits are allowed on the Premises unless provided by Management.

5.5 WINDOWS AND WINDOW COVERINGS:

Nothing may be hung on the outside of windows. Windows in the Premises may not be covered with sheets or other materials, which are not standard or generally accepted as curtains, drapes, or shade material. Window coverings cannot cover baseboard heat or circulation of air. Window coverings should be a neutral color from the outside. Tenant will keep all windows and doors closed from November 15th to April 1st. If damage results from an open window, Tenant will be held responsible for damage.

5.6 SIGNS AND DISPLAYS:

Except as otherwise required by law, flags, signs, advertising, signals or illuminations may not be written or exposed on any window or any other part of the building. Tenants will not be allowed to place his/her name in any common area of the building or post any notice, sign or display without prior written consent of Property Manager.

5.7 DOORS:

Tenant may not replace or add locks, bolts, or install any other attachments, such as knockers or signs, on any door. Alarm or other security or monitoring device or system is not allowed without written approval of Property Manager.

5.8 WALLS AND CEILINGS:

Tenants are instructed to not disturb the ceilings nor attach to or hang anything from the ceilings of the individual units or the common areas. Any ceiling or wall problems should be reported immediately to the Property Manager. It is the Tenants responsibility to pay for any ceiling or wall damage they cause.

5.9 HEATING, ELECTRICAL, AND ALARMS:

Tenant may not interfere in any manner with any heating, ventilation, air conditioning, lighting apparatus, alarm systems, etc. in the Premises or in the building.

5.10 PLUMBING:

All plumbing fixtures may be used only for the purpose for which they are designed. No modifying or changing of the existing fixtures is

allowed. No sweeping, rubbish, rags, papers, ashes or other substances shall be thrown into any plumbing fixture. The water may not be left running for any unreasonable or unnecessary length of time in the Apartment/Townhome. It will be the Tenant's responsibility to pay for any plumbing repairs caused by the Tenant's negligence or misuse. No dishwashers, washers, dryers, freezers or additional appliances may be kept in the Apartment/Townhome unless installed or permitted by Property Manager.

5.11 WATER INFILTRATION AND MOLD GROWTH:

Molds are microscopic organisms that are present virtually everywhere, both indoors and outdoors. For molds to grow and survive, they only need food and moisture. Molds cannot be eliminated from the indoor environment; however, Tenants and Property Manager can unite to help keep molds from destroying property, adversely affecting health.

Tenants agree to report these following conditions, if found within the Premises:

1. Excess water via leaking pipes, wet walls, overflowing plumbing fixtures.
2. Ceiling leaks.
3. Visual evidence of molds, mildew .
4. Musty, moldy odors.
5. Staining (mold growths on surfaces evident by a green-gray, brown-black stain).

Tenants must keep Premises clean of mold and mildew by ensuring that sinks, showers, toilets, and bathtubs don't overflow, by avoiding over-watering house plants, and by immediately cleaning all spills and/or accumulations of water.

Additionally, Tenant must not block, or obstruct, vents and is prohibited from altering any clothes dryer exhaust apparatus. Be aware that using humidifiers, or boiling foods, can cause unusually high humidity levels within the Premises, ultimately resulting in condensation on windows that causes mold to grow within window frames and on the walls under the windows. Exhaust fans in kitchens and bathrooms must to be used when cooking, and during-after, bathing or showering. If Tenant fails to comply with these rules, Tenant will be held responsible for property damage to Premises and any health problems that may result.

5.12 VEHICLES AND PARKING AREAS:

Parking is allowed in authorized parking areas only. Vehicles found on the grass areas, walks, etc. will be immediately towed at the vehicle owner's expense. No honking of vehicle horns from the parking lot or street is allowed. No vehicle work or maintenance is allowed in the parking lot.

5.13 UNLICENSED AND INOPERABLE VEHICLES:

No unlicensed or inoperable vehicles may be parked in the parking area for more than 48 hours. Tenant understands that Property Manager will remove any vehicles parked in violation of this provision and the Tenant, or vehicle owner, must pay the costs of removal and storage. Property Manager reserves the right to restrict the number, and type, of vehicles parked on the premises.

5.14 SNOW REMOVAL:

Tenants must comply with posted notices relating to snow emergency and plowing. All vehicles must be removed from all parking and drive areas after any snowfall to allow for plowing. Management will send electronic notices when alerted of such information. If vehicles are not removed by the posted time, they will be towed at the vehicle owner's expense. Neither Lessor, Property Manager, nor Snow Removal Contractor will assume any responsibility, or liability, for damages caused to any towed vehicle. It is Property Manager's desire to provide a clear parking lot each winter. Tenant is responsible for advising their guests of this policy.

5.15 FLAMMABLE STORAGE, DISPOSAL, AND FIREWORKS:

No grease, oil, gas, explosives, fireworks, or any other flammable liquids are allowed on the premises.

5.16 TRASH AND RECYCLING:

Place all trash in sealed, plastic bags, and all recycling in paper bags. All trash and recycling is to be disposed in the designated areas and in the proper containers. If Property Manager has to pick up trash or litter identified to be yours, you will be charged a fee for each occurrence.

5.17 ALCOHOL AND TOBACCO PRODUCTS:

The use of alcohol in the common areas is strictly prohibited. In accordance to the Minnesota Clean Air Act, smoking is not permitted in any indoor common area. Premises is a Smoke-Free Community, of which said Smoke-Free Lease Addendum is provided under separate cover, and binding to this Lease Agreement; therefore, NO SMOKING OF ANY KIND will be allowed in, on, or around the Premises.

5.18 SECURITY DISCLAIMER:

The Premises, its Lessor, and/or Property Manager do not provide, guarantee, or warrant security. We do not represent that the Premises is safe from criminal activities by other Tenants or third parties. Each Tenant must be responsible for his or her own personal security and that of their household members, and property. If you observe any suspicious activity or potentially unsafe conditions, please notify Property Manager. If illegal or immediately dangerous or unsafe conditions are observed, call 911. Remember; please call the police first if trouble occurs or if a potential crime is suspected.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Initial Here

6. Sign and Accept

6.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name(s), you are consenting to use electronic means to 1) Sign this contract and 2) Accept this Lease Agreement and its Addenda. You will receive an electronic copy of this Lease Agreement for your records and are now acknowledging such receipt.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed