

**COMMONWEALTH TERRACE COOPERATIVE, INC.  
LEASE**

**Move-in Date:**  
**Number of Occupants:**  
**Deposit:**  
**Monthly Rent:**  
**[Base Rent – Before any Member  
Discount]:**

**Address:**  
**Print Names and Date of Birth for all Occupants:**

**Transfer Address:**  
**Transfer Date:**

**The parties agree as follows:**

**1.) PARTIES AND AUTHORIZED OCCUPANTS:**

**Owner:** The University of Minnesota.

**Owner's Agent/Agent/Management:** Minnesota State Statutes, Section 504.B.181, requires us to identify to you the name of an agent authorized to accept service of process and receive and give receipts for notices and demands. The name and address of such Agent is: Commonwealth Terrace Cooperative, Inc., Management Office, 1250 Fifield Avenue, St. Paul, MN 55108 (referred to herein as CTC or Agent).

**Resident:** All persons named above are authorized occupants under the Lease and are referred to herein as Resident(s). Each adult occupant must sign this Lease and one Resident must meet the academic eligibility requirements set forth in the Resident Handbook, as established by the University of Minnesota.

Children who are born to, or legally adopted by, or are wards through legal guardianship of Resident and who are under age 18 and living with Resident, may be added to this Lease as authorized occupants under the Lease (subject to the occupancy standards set forth in the Resident Handbook). No other person may live at, use, or regularly stay at the Apartment without Agent's written consent and compliance with the policies in the Resident Handbook.

**Eligibility:** Occupancy at Commonwealth Terrace Cooperative is subject to eligibility requirements set by the University of Minnesota and set forth in the Commonwealth Terrace Cooperative Resident Handbook. This Lease will terminate at such time as a Resident household no longer meets the eligibility requirements, including but not limited to the academic eligibility requirements, set forth in the Resident Handbook. Any request for an extension of occupancy, or other appeal from the enforcement of the eligibility requirements, must be made in writing as soon as possible after the circumstances giving rise to the request for an extension and/or appeal are known, and submitted to the Management Office. All determinations regarding eligibility, extensions or appeals, and will be made by the University of Minnesota and will be handled by the Management Office. Resident occupancy, whether in one or more units of Commonwealth Terrace Cooperative, Inc., and/or Como Student Community Cooperative, shall not exceed seven (7) years total from the first day of occupancy in such cooperative housing.

**Complex:** The buildings and grounds constituting Commonwealth Terrace Cooperative.

**Apartment:** Is the rental premises identified at the address and unit above that is leased hereunder to Resident. In the case of a Resident household transfer, Apartment may include the prior or future unit to be occupied by Resident.

**2.) TERM:** The term of this Lease is month-to-month. Either party may terminate this Lease any time by giving 60 days' written notice. The notice may be given for a vacate date any working day of the month on or after the 60<sup>th</sup> day the notice is given. Resident must fill out the Agent provided Intent to Vacate Form to give proper notice.

**3.) MOVE-IN:** Agent agrees to deliver the Apartment to Resident on the Move-in Date. If Agent cannot deliver the Apartment to Resident on the Move-in Date, Agent shall not be responsible for or liable to Resident for any damages, but rent shall be abated until Agent can deliver possession. If Agent is able to make the Apartment available to Resident within 72 hours from the Move-in Date, or Agent can, at Agent's sole option, provide Resident with alternative lodging at Agent's expense, then this Agreement shall remain in full force and effect. If the Apartment cannot be delivered within 72 hours, and Agent does not provide Resident with alternative lodging, Resident shall have the option to terminate this Agreement.

**4.) CONDITION OF APARTMENT:** Resident acknowledges that the Apartment has been inspected by Resident prior to signing this Agreement and that Resident has accepted the Apartment leased hereunder and is satisfied with the state of repair and condition, including all present decorating, fixturing, and appliances in the Apartment. Resident has been provided a Move-In Inspection form for purposes of noting any damages or deficiencies to the Apartment including but not limited to any nicks, scratches, holes, burn marks, fraying, staining, matting, or other defect in any flooring, cabinetry, wall, fixture, appliance, woodwork, molding, blinds, screens, tile, vinyl, corner bead, and glass. Failure by Resident to specifically note any deficiencies, or to return the Move-In form to Agent within seventy-two (72) hours of taking possession, shall be conclusive evidence that the Apartment was received in good condition with no damages or deficiencies. The approval by any one Resident as to condition of the Apartment at move-in or move-out will be relied upon by Agent as constituting the approval of all Residents who sign this Agreement. No representations have been made by Agent about replacing any item in the Apartment or

redecorating. Agent will, initially furnish light bulbs for the Apartment. Thereafter, light bulbs of the proper wattage must be replaced by Resident at Residents expense.

- 5.) **AGENT PROMISES:** (1) That the Apartment and all common areas are fit for use as a residential premises; (2) to keep the Apartment in reasonable repair and make repairs within a reasonable time after written notice by Resident except when damage is caused by the intentional negligent conduct of Resident or his/her guests; (3) to maintain the Apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the Resident or his/her guests; (4) to keep the common areas clean and in good condition. It shall not be a breach of this paragraph if portions of the common areas are closed from time to time for repair or reconditioning. Resident shall not be entitled to any reduction or abatement in Rent due to interruption or use of the common areas or change in the hours of use, or other terms and condition for use, of the common areas.

Agent may turn off equipment and interrupt utilities, including the closing or interruption of use of any common area rooms, amenities or equipment, as needed to avoid or repair damage or for maintenance and repair and such interruption or closing shall not be grounds for any Rent abatement.

- 6.) **UTILITIES, ELECTRONIC SERVICES, AND WASTE COLLECTION:** Agent shall furnish utilities for cooking, normal household electric (subject to additional fees and charges for appliances, car heaters, etc. as set forth in the Resident Handbook or otherwise promulgated by Agent), sewer/water, and trash pick-up in reasonable quantities subject to such terms and conditions, and additional charges as Agent may set from time to time or as set forth in the Resident Handbook. Resident is responsible for all charges for phone, Internet, and any other charges, such as cable TV, that may or may not be included in rent in the future as determined by Agent and the members in the annual budget process. Resident shall not waste any utilities. Any waste or failure to report conditions that result in waste or damage from water drips or leaks, lack of or excess heat, windows or doors not properly shutting or closing may be charged to Resident. Resident shall immediately notify Agent of any drip or leak or running water in any toilets. During months where the heat is on, Residents shall not leave any windows or doors open other than for very brief periods to allow fresh air exchange. Agent will monitor the building exterior during heat months and may sent Resident notices, or access charges for windows or doors left open. In addition to the extra utility costs and waste due to open windows or door during heat months, open doors or windows can result in damage to pipes and heat systems. Resident will be responsible for any damages or repairs due to open doors, windows, or failure to report any water leak, running water, or signs of leaks or moisture.

- 7.) **RENT AND AMOUNTS OWED TO AGENT:** Each Resident is individually responsible for paying the full amount of Rent and any other monthly, or seasonal charges due under this lease. Rent is due and payable by the 1<sup>st</sup> day of each month in the Management Office. Acceptance of partial payment of rent does not waive Agent's right to start an eviction action or to continue one that has been started. Residents should check with the Management Office, and the Resident Handbook, to determine procedures or fees for paying by credit card, by electronic payment, or to inquire about a rent extension or payment plan. If Resident fails to pay rent, or any other fee or charge on time, Agent has the right to pursue all available legal remedies including termination of Lease and eviction.

- 8.) **MEMBER CREDIT:** The monthly rent stated above is the base rent before any member credit or discount. Every Resident at CTC is entitled to apply for membership in the Cooperative upon paying the then applicable membership fee and meeting all other terms and conditions of membership. For as long as Resident is a member in good standing, subject to revocation or withdrawal of membership privileges, as determined by the CTC Board of Directors and as set forth in the Bylaws by participating in CTC mandatory CTC activities (such assisting in spring and fall clean-up, laundry room cleaning, and attendance at mandatory meetings) Resident will receive a reduction in the base monthly rent as a member credit. The full monthly rent stated above is due until any membership application is completed and has been approved by the Board of Directors. Membership is also subject to all of the terms and conditions in the Bylaws as has may be set by the Board of Directors from time to time.

- 9.) **LATE FEE AND RETURNED CHECK CHARGE:** Rent payments made after the fifth day of the month shall include a late fee charge of \$50.00. If the 5<sup>th</sup> day of the month falls on a weekend or legal holiday, the rent may be paid on the next business day but will be late if not received by the close of business on that date. A returned or dishonored check shall bear a \$30.00 NSF fee. The NSF charge shall be in addition to the late fee charge. When rent is late, or after receipt of a returned or dishonored check, Agent may require Resident to make payment in the form of cashier's check or money order.

- 10.) **SECURITY DEPOSIT:** Resident will pay the security deposit stated on page 1. When the Resident moves out, the deposit(s) will be returned by Agent with interest as specified by Minnesota Statutes providing Resident has:

- a. Given the proper written notice and has performed all the terms of this Agreement, including the payment of all amounts due. When an Intent to Vacate Notice is given or received, Resident will have the right to accompany Agent on a move-out inspection. Further, Resident may at any time, but at least 10 days prior to vacating and final inspection, notify the Agent to examine the premises. Resident will then have the opportunity, upon Agent's approval, to make any repairs of defects. Agent claims are the result of abnormal wear and tear The Resident, however, must make such repairs to the satisfaction of the Agent, and they must be made before the move-out date. The Resident Handbook, or any move-out instructions provided by the Management Office will help Resident understand all obligations under the Rental Agreement and Rules relating to cleaning the Apartment and will help Resident obtain a full refund of the security deposit.
- b. Vacated by the agreed to time of any Move-Out Inspection and, in any case, no later than midnight on the date specified in Intent to Vacate Notice.

- c. Left the Apartment and common areas in a clean and undamaged condition, ordinary wear and tear accepted. Resident must leave the Apartment in the conditions required by the Resident Handbook or any move-out instructions. Extra cleaning, painting or treatments to remove stains or to treat stubborn odors from smoke, cooking odors, or other odors are not considered normal wear and tear and these charges will be deducted from the deposit.
- d. Removed all personal property and garbage from the Apartment and any storage area.
- e. Returned all keys, access cards or materials parking permits, to the Management Office.
- f. Left Resident's forwarding address in writing.
- g. Paid all outstanding amounts due to the Agent through the date for which Resident is responsible.

Minnesota law provides Agent may keep all or part of deposits for damage to the Apartment beyond ordinary wear and tear and for other amounts owed to Agent. Agent will send to Resident the deposit, or a written notice explaining amounts deducted from the deposit, along with the remaining balance of the deposit, if any, within twenty-one (21) days after the end of Resident's tenancy. Resident's liability for full compliance with this Agreement, and for payment of damages to person or property, is not limited to the amount of the Deposit.

**11.)RESIDENT HANDBOOK AND COMMUNITY POLICIES:** Occupancy at the Complex, and membership in the Cooperative is subject to rules, regulations and policies that are contained in the Resident Handbook, Bylaws of CTC and community policies and notices that may be communicated to Residents from time to time by notices published in the CTC newsletter, the Terrace Times, or otherwise posted in the Management Office and/or distributed to Residents. These rules and policies govern Resident's use, occupancy and care of the Apartment, common areas, and amenities, Resident's rights and opportunities to join as a member and participate in CTC activities and programs and obligations of membership. Failure to comply with any rule, regulation, or Apartment care requirement will constitute a breach of this Agreement. Agent may make changes in its rules, regulations, Resident Handbook and other policies and such changes shall be effective immediately upon publication, posting or other distribution of notice of such change.

**12.)RESIDENT'S CARE AND USE OF APARTMENT, COMPLEX AND PREMISES:** Resident promises and agrees: (a) to use the Apartment only for residential purposes and not for any business or commercial purpose; (b) to keep the Apartment clean and sanitary; (c) to read and follow any Apartment care rules or guidelines in the Resident Handbook or other CTC policies; (d) to notify Agent in writing of any conditions that may cause injury, require repair, or affect the habitability of the Apartment; (e) for Resident and Resident's guest to refrain from smoking any substance and to report to Agent any violation of the no smoking policy; (f) to make no alterations, changes in decoration, painting or other modifications to the Apartment or common area without Agent's prior written consent; (g) Resident shall not add any additional appliances to the Apartment without Agent's written consent and paying any applicable energy use fee and to not to store or keep any additional appliance at the Apartment without Management's written consent; (h) Resident may not keep a waterbed or other water filled furniture without the prior written consent of Agent. Such consent may be conditioned upon Resident procuring appropriate insurance coverage. Resident will be responsible for any and all damages caused by a waterbed or water filled furniture whether or not consent has been obtained and will be responsible for any applicable deductibles under insurance coverage; (i) except as may be expressly permitted by law, no signs, signals, advertising notices or other lettering may be affixed to or exposed at the window or any part or inside the building; (j) no awning, antenna, wire, or satellite dish may be affixed to or protrude from the building. No satellite dish may be installed in or outside the unit without Management's prior written consent; (k) in any furnished Apartment, no furniture or other items supplied may be removed or stored outside of the Apartment; (l) electric cords may not be stretched between units or any automobile tank heater or other equipment or appliance located outside the unit; (m) no patio, decking, or any gardening, structure, or other alteration or improvement may be constructed any where on the Complex grounds without Agent's consent or otherwise in accordance with CTC programs or activities for members that may include grounds or common areas; (n) entryways, hallways, stairways and landings may not be used for play or storage area. For fire and safety reasons, they must be kept clear of all personal property at all times; (o) laundry rooms and facilities, and any other common areas, may be used only at times set by Agent, as such times may be changed from time to time; (p) no rugs, lines or other items may be hung or shaken from the windows, stairways or landings; (q) all trash and garbage must be removed from the Apartment on a regular basis for sanitation and cleanliness purposes and must be placed inside the dumpsters provided. All boxes should be flattened before disposal and any other recycling requirements that may be set forth in the Resident Handbook followed. Large items or any items subject to environmental restrictions or guidelines, may not be disposed of in the regular garbage area but must be handled in accordance with any rules that may be set by Agent or are otherwise provided in the Resident Handbook.

**13.)MOLD AND MILDEW PREVENION AND PRECAUTIONS.** Mold, mildew, and fungi are common elements found throughout the indoor and outdoor environment. The presence of these substances in indoor and outdoor air, on the ground, and in soil is common and is not a source of problem or injury to most healthy people. However, certain conditions can permit mold, mildew, and fungi to grow in a way that could be injurious to individuals or to building materials. It is the responsibility of every Resident to maintain the unit so as to provide appropriate climate control, and cleanliness standards, so as to retard and prevent mold and mildew from accumulating in the unit. Undesirable mold, mildew, and fungi growth is associated with excess water accumulation, dampness, humidity, and impediment to airflow. Resident agrees to clean and dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation, or air conditioning ducts in the unit. Window coverings should permit ample airflow between the glass and air. Resident agrees to immediately report to Agent (i) any evidence of a water leak or excessive moisture in the unit, as well as in any

storage room, garage, or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air conditioning system in the unit; and (iv) any inoperable doors or windows. Resident will be responsible for any damage to the unit or Resident's property, as well as injury to Resident and members of Resident's household, resulting from a failure to comply with this paragraph.

**14). PEST CONTROL:** All Residents are required to assist Agent in pest control procedures. Your participation in our pest control treatment program is MANDATORY. If your unit is not ready when our pest control vendor is treating units, you may be required to pay a retreatment or second visit fee. You are required to comply with all requests for readying your unit for pest control treatments which may include emptying cupboards, removing materials from under sinks or vanities, and other requests. Residents are also required to follow any recommendations or treatment control requests of our pest control vendor. Some pests, such as bedbugs, may require Residents to dispose of or professionally clean (at high temperatures or with chemical treatments) personal property and fabrics. Residents are responsible for all costs of treating or removing personal property, furniture, mattresses, and fabrics needed to achieve effective pest control. Agent will not reimburse or replace personal property that must be treated or eliminated. Failure to follow the requirements of our pest control vendor is a breach of your Rental Agreement. Cleanliness and vigilance are the best preventative medicine in controlling pests. Dispose of all garbage and waste. Do not leave food, dirty dishes, or soft drink bottles/cans lying around. Do not bring cardboard boxes, crates, or other materials that may have been accessible to pests into your unit. Storage of foodstuffs, grains, or like materials should only be in plastic or metal sealed containers. Be careful bringing luggage and used furniture or property into your unit. Some pests, like bedbugs, can hitchhike on you or your belongings. Even the "cleanest" housekeeper may pick-up a bedbug from clothes at a laundry, luggage and travel. Please notify Agent if you see signs of pests in your apartment or any other place in the building. Failure to promptly notify Agent of pests in your unit is a serious violation of your Rental Agreement. Prompt notification to Agent is necessary to prevent pest infestation and to keep pests from spreading. If Agent learns that an apartment has had an ongoing pest problem that is not reported, this may be grounds for termination of your Rental Agreement, nonrenewal or charging Resident for pest treatments and damages in other units or common areas or lost rents when your Apartment is vacated by you and cannot be immediately occupied by a future tenant. Where it is determined by Agent based on the professional opinion of its professional pest control provider, or otherwise established by communication with Resident, that the source and cause of a pest problem or infestation was the Resident, or Resident's guests, then Resident may be charged for all or part of the pest control treatments.

**15). SMOKE ALARMS, CO DETECTORS AND FIRE PROTECTION:** Resident acknowledges that the rental unit is equipped with one or more smoke detectors and units with gas appliances have carbon monoxide detectors. State and federal law, local regulations, and codes require that these detectors be installed in specific locations and be functioning at all times. The alarms/detectors in your Apartment may operate on a battery, may require being plugged into an outlet, or may be hard wired into building systems. For alarms/detectors that require a battery, Agent shall be responsible for providing the functioning battery at the commencement of Resident's tenancy. As part of the initial inspection and acceptance of the unit, and periodically thereafter, Resident shall test the working operation and existence of all alarms/detectors provided to Resident in the unit and replace at Resident's own expense, any inoperable or weak battery. If after replacing any battery, or otherwise testing the alarm/detector, the device will not operate, Resident will immediately inform Agent in writing of any deficiencies.

Resident will be responsible for the repair, replacement or restoration of any alarm/detector that is missing, damaged or disconnected during the term of Resident's occupancy or at the end of Resident's tenancy.

Any interference with, disconnecting, removal of batteries, unplugging, covering, transfer, relocation or otherwise tampering with the operation of any smoke detector or carbon monoxide alarm/detector is a breach of this Agreement, and could jeopardize the safety of Residents, the buildings, or other persons.

Your unit and the building are equipped with fire safety devices including fire extinguishers. Any Resident misuse, damage or destruction to any fire safety device is a breach of this Rental Agreement. Resident shall immediately report to Agent in writing any observations of damage or missing fire safety equipment. Residents are responsible for fire safety in their Apartment and throughout the Complex. Residents shall never leave candles or any luminary object/equipment unattended. Resident should be attentive and at home whenever ovens or stoves are in use. Kitchen fires and smoke damage, including false alarms due to smoke calls, can occur when Residents are not actively monitoring cooking activities. Residents will be responsible for all costs and charges related to any false alarms or smoke calls caused by Resident or Resident's unit use. Residents are responsible/liable for any damage to your unit or common areas as a result of fire or smoke caused by negligence and for occupancy or housekeeping habits that pose fire safety risks. Keeping flammables, explosives, or other non-household combustible units in your unit or any storage area, careless smoking, failure to remove grease and materials from cook-top, oven and exhaust fans, use of worn or overloaded electrical cords and outlets, ownership or storage of excessive amounts of personal property or furnishings that could block access or impede fire safety and rescue efforts, or leaving paper and flammable near any stove, oven, or other heating unit is prohibited.

**16). MOTORIZED VEHICLES/EQUIPMENT:** Resident may not store motorized vehicles or equipment using gasoline, kerosene, or other like fuels or oils in the Apartment home including but not limited to mopeds, motorcycles, motorized bicycles, lawn mowers, or portable camp stoves, gas grills, or other cooking devices.

**17). ANIMALS AND PETS:** Residents may keep no animals or pets except non-poisonous/dangerous fish, in an aquarium no greater than 25 gallons in size, and one bird (the bird may not exceed 500 grams in weight) per household. Service animals are permitted, provided they are documented and approved by University Disability Services Office.

**18). RESIDENT PROMISES:** 1) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of other residents to peace and quiet, or allow his/her guests to do so; 2) to use the Apartment only as a private

residence for normal residential purposes, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in Agent's insurance. All commercial and business uses (including daycare) are strictly prohibited without Agent's prior written consent; 3) not to lease the Apartment to other persons (sublet), assign this Lease or sell this Lease without prior written consent of Agent; 4) not to interfere in the management and operation of the Complex; **5) that the Apartment, common areas, or area surrounding the Complex will not be used by the Resident, any member of the Resident's household, any guest of the Resident, or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, possess or use any illegal drugs; or other controlled substance; or to engage in prostitution or any prostitution related activity; or to unlawfully use or possess any firearm; or to allow any stolen property on the premises;** 6) to refrain from smoking in any internal space, including your unit and all other indoor common areas of the Complex and to make sure your guests and household members refrain from smoking. Smoking shall be confined to outdoor areas and shall be at least 25 feet away from any building in the Complex.

**19). AGENT'S RIGHT TO ENTER:** Agent and its authorized agents may enter the Apartment at any reasonable time to inspect, maintain or repair the Apartment, or do other necessary work, or to show the Apartment to inspectors, insurance companies, or potential new residents or representatives of Owner. Agent acknowledges Resident's rights under the Tenant's Right to Privacy Statute which provides Agent shall make a good faith effort to give Resident reasonable advance notice under the circumstances of Agent's intent to enter, subject to the exceptions set forth in the statute. If Agent enters without prior notice and when the Resident is not present, Agent shall disclose the entry by placing a written disclosure of the entry in a conspicuous place on the premises. A request by Resident for work, repairs, or service at the Apartment shall constitute notice to Resident that Agent intends to enter the property for purposes of responding to such request.

**20). PARKING:** Resident and Resident's guests agree to comply with all of Agent's parking rules and registration procedures as they may be modified from time-to-time. Each Resident household is entitled to register one vehicle and keep it in the Complex parking area without the payment of an additional fee. Households that do not own a vehicle are not entitled to sell, rent, or otherwise convey the one vehicle per unit parking right to any other person or household. Only Residents of the Complex are entitled to apply for and receive a parking permit. Additional monthly fees may be required for any additional vehicles then one per household. Residents are responsible for moving their vehicles, or arranging their vehicles to be moved, to assist with any parking lot maintenance and snow removal. Unless Agent's prior written consent is obtained, only general transportation vehicles such as cars, SUVs, and light duty vehicles are permitted in the Complex parking areas. Parking commercial vehicles, boats, trailers, campers, or large trucks or vans is not permitted. Residents are required to register all vehicles of the household with Agent and to pay any additional vehicle fee. Agent may require proof of ownership of a vehicle as part of its efforts to restrict parking lot use to authorized Residents. All vehicles must have current license plates. Non-operational vehicles are not permitted. Vehicle storage is not permitted. Vehicles must be used or moved on a regular basis (every 48 hours). Residents who will be leaving town should make arrangements for their vehicles to be moved should the need arise. Residents that fail to comply with this Lease, or any other parking rules or policies that may be adopted by CTC from time-to-time, are subject to having their vehicles towed and will be responsible for all costs of towing and vehicle retrieval. Residents are responsible for the safety of their vehicles and its contents. Agent and CTC is not responsible for theft, vandalism, or any other type of damage to a vehicle or its contents occurring on the premises.

**21). DESTROYED OR UNLIVABLE APARTMENT:** If the Apartment is destroyed or damaged so it is unfit to live in due to any cause, Agent may, at its sole option, terminate this Lease with no obligation to transfer or relocate Resident. If the destruction of or damage was not Resident's fault, and Agent terminates this Lease, rent will be pro-rated and the balance will be refunded to Resident. If destruction of or damage to the premises is Resident's fault, then Resident shall be responsible for rent as well as other damages. If, in Agent's discretion, it believes the Apartment can be rebuilt or restored within a reasonable period of time, Agent may choose to continue the lease and prorate the rent for the period of time where Resident may not occupy the Apartment. Resident shall be responsible for Resident's relocation and temporary living costs during such period of rebuilding or restoration.

**22). DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:** Agent shall not be liable for any damage or losses to Resident or Resident's property unless caused by the willful misconduct of Agent or Agent's agent. Agent shall not be liable for personal injury to Resident or Resident's guests or for damage to Resident's personal property caused by action of third parties or other accidents or casualties, including but not limited to criminal acts, acts of nature, fire, bursting pipes, water, sewer or sewage back-ups, water leaks, seepage, explosions, any casualty or other like causes. IT IS THE RESPONSIBILITY OF RESIDENT TO OBTAIN "RENTER'S INSURANCE" TO COVER PERSONAL PROPERTY, PERSONAL LIABILITY, ACCIDENT AND OTHER INSURANCE AND MEDICAL COVERAGE TO PROTECT RESIDENT(S) AND RESIDENT'S GUEST, RESIDENT'S PERSONAL PROPERTY AND IMPROVEMENTS INSTALLED BY RESIDENT AND TO COVER LIVING AND MOVING EXPENSES IN THE EVENT RESIDENT IS UNABLE TO LIVE IN THE PREMISES ON A TEMPORARY BASIS OR MUST VACATE DUE TO CASUALTY OR DAMAGE. INSURANCE CARRIED BY MANAGEMENT DOES NOT COVER ANY PROPERTY OF RESIDENT OR RESIDENT'S LOST USE OF THE PREMISES.

**23). ACTS OF THIRD PARTIES:** Agent is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under Agent's control.

**24). RESIDENT SHALL REIMBURSE AGENT FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence, accident or improper use by Resident, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs Agent has because of abandonment of the Apartment or other violations of the Lease by Resident, such as costs for advertising the Apartment; 4) all court costs and attorney's fees Agent has in any suit for eviction, unpaid rent, or any other debt or charge.

- 25).WHEN PAYMENTS ARE DUE:** Any amount owed by Resident is due when Agent asks for it. Agent does not give up its right to any money owed by Resident because of Agent's failure or delay in asking for any payment. Agent can ask for any money owed by Resident before or after Resident moves out of the Apartment.
- 26).EVICTION:** If Resident violates any of the terms of this Lease, Resident may be evicted immediately and without prior notice. If Resident is evicted but does not move out voluntarily, Agent may bring an eviction action. If Resident violates a term of this Lease but Agent does not sue or evict Resident, Agent may still sue or evict Resident for any other violation of any term of this Lease. Under state law, a lawful seizure from any Apartment of any illegal object or substance, including drugs, constitutes unlawful possession of the Apartment by the RESIDENT, and is grounds for an automatic eviction.
- 27).EVICTION AFTER PARTIAL PAYMENT OF RENT:** It is expressly agreed to between Agent and Resident that, pursuant to Minn. Stat. §504B.291, subd.1(c), acceptance by Agent of less than the full amount of rent due from Resident does not waive Agent's right to recover possession of the rental premises for nonpayment by Resident to Agent.
- 28).ATTORNEYS' FEES AND ENFORCEMENT COSTS:** If Agent brings any legal action against Resident, Resident must pay Agent's actual attorneys' fees, or other legal fees and expenses including fees paid to a collection agency, expenses, and court costs even if rent is paid after the legal action is started.
- 29).AGENT'S LEGAL RIGHTS AND REMEDIES:** Agent may use its legal rights and remedies in any combination. By using one or more of these rights or remedies Agent does not give up any other rights or remedies it may have. Acceptance of rent does not waive Agent's right to evict Resident for any past or existing violation of any term of this Lease.
- 30).FALSE OR MISLEADING RENTAL APPLICATION:** If Agent determines that any oral or written statements made by Resident in the rental application or otherwise, in connection with establishing continued compliance with Owner's eligibility requirements are not true or complete in any way, then Resident has violated this Lease and may be evicted.
- 31).NOTICES:** All Residents agree that notices and demands delivered by Agent to the Apartment are proper notice to all Residents, and are effective as soon as delivered to the Apartment.
- 32).LEAD DISCLOSURE:** Agent hereby discloses that the Complex was built before 1978. Housing built before 1978 may contain lead base paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant woman. Agent has no records or reports pertaining to lead base paint and/or lead base paint hazards in the Complex. Agent has a duty to provide to Residents a copy of a pamphlet entitled "Protect Your Family From Lead in Your Home" that is published by the Environmental Protection Agency. By signing this Lease Resident acknowledges that the pamphlet has been provided to Resident.
- 33).FAIR HOUSING:** Agent is an equal opportunity, fair housing provider. Agent believes all Residents, potential residents, and applicants should be protected from discrimination in housing on the basis of race, color, ancestry, sex, religion, creed, national origin, marital status, familial status, status with regard to receipt of public assistance, disability, and affectional preference. Any act or practice believed to constitute discrimination should be reported to Agent. Agent will promptly investigate such reports and will take immediate action to eliminate any act or practice that violates the fair housing laws.
- 34).ATTORNEY GENERAL'S NOTICE:** Upon request, the attorney General's Office will provide you with a statement and disclosure of the significant legal rights of owners and tenants of rental dwelling units. For further information, call or write: Attorney General's Office--State Capitol--St. Paul, MN 55155--(651) 296-6196.

**AGREED TO:**

**AGENT:**

**RESIDENT:**

\_\_\_\_\_

\_\_\_\_\_

**Transfer Approval:** \_\_\_\_\_

\_\_\_\_\_

**Transfer Date:** \_\_\_\_\_

\_\_\_\_\_

Resident acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead in Your Home."

\_\_\_\_\_  
Initials