

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Case Type: Housing  
Tenant Relief Action

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Macy J. White, Cully White,  
McKenna M. Nagy, Colleen N. White,  
Lilia J. Rosen, and Timothy Rosen,

Court File No. \_\_\_\_\_

Plaintiffs,  
vs.

**COMPLAINT FOR TENANT RELIEF**  
(Minn. Stat. § 504B.385)

CA Student Living Dinkytown II, LLC,  
a Delaware limited liability company,  
  
Defendant.

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Plaintiffs Macy J. White, Cully White, McKenna Nagy, Colleen N. White, Lilia J. Rosen, and Timothy Rosen (“Plaintiffs”) as and for their Complaint against the above-named Defendant, hereby states and allege as follows:

**FACTUAL BACKGROUND**

1. Between October 28, 2022 and October 29, 2022 Plaintiffs Macy J. White, McKenna M. Nagy, and Lilia J. Rosen (the “Tenants”) executed residential leases for a student housing apartment with a street address of 405 15th Avenue Southeast, Unit 253, Minneapolis, MN 55414 (the “Building” and “Apartment”), and with a term commencing on August 27, 2023 and expiring on August 12, 2024 (the “Leases”). True and correct copies of the Leases are attached hereto as Exhibit A-1, A-2, and A-3, respectively.

2. Plaintiffs Cully White, Colleen N. White, and Timothy Rosen executed guarantees of the respective Leases for Macy J. White, McKenna M. Nagy, and Lilia J. Rosen (the

“Guarantees”). True and correct copies of the Cully White and Colleen N. White Guarantees are attached hereto as Exhibits B-1 and B-2.

3. The Building is owned by Defendant CA Student Living Dinkytown II, LLC, a Delaware limited liability company (the “Landlord”), and is commonly known as “Identity Dinkytown.” It is advertised as housing for students at the University of Minnesota – Minneapolis campus and features planned amenities in its marketing materials (such as a fitness center and golf simulator).

4. The initial construction of the Building is still in progress. It has not yet received any certificates of occupancy. Until such time as a certificate of occupancy is obtained by Landlord for the Apartment, it will be illegal to house persons within it.

5. Upon information and belief, the Apartment is currently in unconstructed, shell condition.

6. Upon information and belief, the Building amenities will not be constructed or in usable condition during a substantial portion of the terms of the Leases.

7. Upon information and belief, the Building will remain a construction zone long after a certificate of occupancy is eventually obtained for the Apartment.

8. Payment of the first month’s rent for all residential tenants of the Building was due on August 1, 2023.

9. One day later, on August 2, 2023, Landlord informed Tenants and the other residential tenants of the Building that it would not be habitable in time for the scheduled move-in prior to the beginning of the fall semester.

10. Landlord has not provided a tangible expectation of when Tenants will be able to move into the Apartment.

11. Based on the inaccuracy of Landlord's prior statements, reports from third-parties, and Tenant's own observations of the construction progress, Tenants do not expect move-in for the Apartment to occur prior to the beginning of winter.

12. Instead of offering to allow residential tenants of the Building to void their leases and find alternate housing, Landlord instead offered to provide gift cards and hotel rooms.

13. Landlord told Tenants that they have no other options - and had to elect on or before August 11, 2023 - whether to accept a hotel room as an alternative to the Apartment. A true and correct copy of the "FAQ" from Landlord containing these statements is attached hereto as Exhibit C.

14. Upon information and belief, Landlord has long known that the Apartment would not be habitable in time for the commencement of the Leases, but concealed this information from Tenants by claiming ignorance of the expected construction completion date when Tenants inquired into it.

15. As evidence of Landlord's concealment of this information, a prior version of the "FAQ" attached as Exhibit C hereto was circulated to tenants on August 2, 2023. It states "Last Updated: Tuesday, July 25, 2023" in the footer, proving that Landlord knew well in advance that the Building would not be ready for move-in for fall semester and that Landlord deliberately waited until tenants paid their first month's rent before informing them. A true and correct screenshot of the relevant excerpt of the prior version of the "FAQ" is attached hereto as Exhibit D.

16. Tenants Macy J. White and McKenna M. Nagy have paid the initial deposits and fees required under their Leases, totaling \$200.00 each, which the Leases describe as nonrefundable.

17. Landlord is engaging in a straightforward “bait-and-switch” scheme. Landlord advertised a fall semester move-in date for the Building in order to induce Tenants to execute the Leases. Upon information and belief, Landlord did this without having adequate confidence that construction would be completed. Then, as Landlord gained increasing certainty that construction would not be completed, it concealed this information from tenants in order to induce them to pay the nonrefundable deposits and first month’s rent under the Leases. Once Landlord received those amounts from tenants, it then informed them that their apartments would not be available and attempted to make tenants believe that their only choice was to accept non-equivocal, lesser alternatives. Meanwhile, Landlord continues to hold tenants’ deposits and rent hostage and is exercising an implied threat of declaring a default under their leases if they do not comply with Landlord’s commands.

18. Tenants are in urgent need of permanent housing prior to the beginning of the fall semester on September 5, 2023.

19. The refusal of Landlord to acknowledge the voidability of the Leases and Landlord’s continuing efforts to bind Tenants to the Leases while being unable to provide permanent housing has made Tenants functionally unable to execute new leases for alternate housing.

20. The appropriate and necessary relief sought by Tenants in this action is to void or otherwise terminate the Leases and Guarantees *ab initio*.

**CAUSE OF ACTION I – SURRENDER OF UNINHABITABLE BUILDING**  
**(Minn. Stat. § 504B.131)**

21. Plaintiffs incorporates paragraphs 1 through 20 of this Complaint as though fully set forth herein.

22. Pursuant to Minn. Stat. § 504B.131, a tenant of a building that is “uninhabitable or unfit for occupancy through no fault or neglect of the tenant or occupant may vacate and surrender such a building.”

23. Landlord has acknowledged that the Building and Apartment are uninhabitable or unfit for occupancy, through no fault or neglect of Tenants, and will continue to be so as of the commencement of the Leases, which combined with Tenants’ urgent need to find alternate permanent housing, renders this matter ripe for adjudication.

24. Tenants are deemed to have “surrendered” the Building and Apartment due to being prohibited from accessing the same by Landlord and by providing Landlord notice that they are voiding their Leases.

25. To effectuate the tenant protections provided by Minn. Stat. § 504B.131, Tenants request that the Court declare the Leases and Guaranties void *ab initio* or otherwise terminated.

**CAUSE OF ACTION II – VIOLATION OF COVENANT OF HABITABILITY**  
**(Minn. Stat. § 504B.161)**

26. Plaintiffs incorporates paragraphs 1 through 25 of this Complaint as though fully set forth herein.

27. Pursuant to Minn. Stat. § 504B.161, Subd. 1(a)(1), every lease for residential premises contains a covenant from the landlord “that the premises and all common areas are fit for the use intended by the parties.”

28. Pursuant to Minn. Stat. § 504B.161, Subd. 1(a)(3), every lease for residential premises also contains a covenant from the landlord:

*“to maintain the premises in compliance with the applicable health and safety laws of the state, and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee.”*

29. Pursuant to Minn. Stat. § 504B.161, subd. 2(b), the parties to a lease for residential premises may not waive or modify the aforesaid covenants.

30. Minn. Stat. § 504B.161, Subd. 3 requires that the aforesaid covenants be “liberally construed.”

31. Landlord has acknowledged that it will be violation of the aforesaid covenants upon the commencement of the Leases (an anticipatory breach), which combined with Tenants’ urgent need to find alternate permanent housing, renders this matter ripe for adjudication.

32. Because Landlord has acknowledged that the Apartment is uninhabitable and because Tenants do not have access to the Apartment, the requisite notice periods under Minn. Stat. § 504B.395, Subd. 3 and Subd. 4 and the requisite statement under Minn. Stat. § 504B.395, Subd. 6(b)(2) are inapplicable.

33. Because Landlord is in exclusive possession of the Building violation information defined in Minn. Stat. § 504B.001, Subd. 14, the pleading requirement contained in Minn. Stat. § 504B.395, Subd. 6(b) is inapplicable.

34. Minn. Stat. § 504B.425(g), as incorporated into Minn. Stat. § 504B.385, Subd. 9(a)(1) empowers the Court to enter judgment to provide relief to Tenants that it deems just and proper. The most just and proper relief that can be provided to Tenants is to declare the Leases and Guarantees void *ab initio* or otherwise terminated.

**CAUSE OF ACTION III – RECOVERY OF ATTORNEY FEES**  
**(Minn. Stat. § 504B.172)**

35. Plaintiffs incorporates paragraphs 1 through 34 of this Complaint as though fully set forth herein.

36. Pursuant to Minn. Stat. § 504B.172, a tenant under a residential lease may recover its attorneys fees in an action between landlord and tenant to the same extent as specified in the lease for landlord.

37. Section 7 of the Leases provides that, “Tenant must pay Landlord’s attorney’s fees and litigations costs,” without expressing a limitation on that right.

38. Section 28(a)(4) of the Leases provides that Landlord may recover its attorneys fees if “Tenant breaks any condition of this Lease, any Addendum to this Lease, or the Rules and Regulations.”

39. As alleged previously herein, Landlord has broken the conditions of the Lease, expressly and as implied by law, by failing to provide the Apartment to Tenants in habitable condition.

40. Tenants are entitled to recover their attorneys fees from Landlord in connection with this action in an amount to be determined upon entry of judgment.

**CAUSE OF ACTION IV – ATTORNEY FEES AND COSTS**  
**(Minn. Stat. § 504B.425)**

41. Plaintiffs incorporates paragraphs 1 through 40 of this Complaint as though fully set forth herein.

42. Pursuant to Minn. Stat. § 504B.425(g), the Court in a tenant remedy action brought under Minn. Stat. § 504B.385 may enter judgment awarding Tenant its reasonable attorney’s fees as against Landlord in amount not to exceed \$500.00. Minn. Stat. § 504B.425 expressly provides that it does not apply to awards made under other specific statutory authority, such as Minn. Stat. § 504B.172,

43. Pursuant to Minn. Stat. § 504B.425(g), the Court “may grant any other relief it deems just and proper[.]”

44. It is just and proper for the Court to award Tenant its court costs as against Landlord, including any filing fees, service of process fees, and similar expenses.

**WHEREFORE**, Plaintiffs respectfully request that this Court grant Plaintiffs the following relief:

1. An Order voiding the Leases and Guarantees *ab initio*, or in the alternative, terminating them along with a refund of all amount paid by Tenant to Landlord, regardless of whether the Leases describe such amounts as nonrefundable.
2. An Order granting Plaintiffs their attorneys fees as against Landlord.
3. An Order granting Plaintiffs their court costs and expenses as against Landlord.
4. Any such other and further relief as the Court deems just and equitable.

**COZEN O'CONNOR**

Dated: August 18, 2023

/s/Curt N. Trisko  
Curt N. Trisko (#0392753)  
33 South Sixth Street, Suite 3800  
Minneapolis, MN 55402  
(612) 260-9035 (Telephone)  
(612) 260-9080 (Facsimile)  
ctrisko@cozen.com

**ATTORNEYS FOR PLAINTIFFS**



**ACKNOWLEDGMENT**

The undersigned acknowledge that, pursuant to Minnesota Statute §549.211, sanctions may be awarded to the party or parties against whom the allegations made in this pleading are asserted.

/s/Curt N. Trisko  
Curt N. Trisko (#0392753)  
33 South Sixth Street, Suite 3800  
Minneapolis, MN 55402  
(612) 260-9035 (Telephone)  
(612) 260-9080 (Facsimile)  
ctrisko@cozen.com

**VERIFICATION**

We, the undersigned plaintiffs in this action, by signing below, declare under penalty of perjury that we have read the foregoing Complaint, know the contents thereof, and that the same is true and correct, except to those matters therein stated on information and belief and as to those matters we believe them to be true, and further that everything stated in this Complaint is true and correct to the best of our knowledge.

August 17, 2023                      /s/Macy J. White  
Dated

August 17, 2023                      /s/Cully White  
Dated

August 17, 2023                      /s/McKenna M. Nagy  
Dated

August 17, 2023                      /s/Colleen N. White  
Dated

August 17, 2023                      /s/Lilia J. Rosen  
Dated

August 18, 2023                      /s/Timothy Rosen  
Dated

# **EXHIBIT A-1**



MINNESOTA  
JUDICIAL  
BRANCH



**TENANT LEASE AGREEMENT**  
**BASIC TERMS:**

**DATE OF LEASE:** 10/28/2022

**Landlord:** CA Student Living Dinkytown II, LLC  
**Property Manager:** Landlord

**Tenant:** Macy J White

Landlord and Tenant enter into and accept this Lease Agreement (the "Lease"), pursuant to which Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, that portion of the residential unit at the Property specified below (the "Unit"), on the following Conditions:

This Lease has individual Rent responsibility. This means that the individual Tenant named above is responsible for payment of the full amount of Rent and all fees and deposits stated below. However, Tenant is jointly responsible – along with all other tenants in the Unit – for the other obligations under this Lease, including obligations concerning treatment of and care of the Unit and all furnishings.

**PROPERTY:**

Landlord agrees to rent to Tenant the following Unit at:

- a. Apartment Property: Identity Dinkytown
- b. Unit: Tenant's specific Building, Unit and Bedroom will be assigned to Tenant by Landlord prior to the beginning of the TERM listed in the Basic Terms
- c. ADDRESS OF Unit: 405 15<sup>th</sup> Ave SE, Minneapolis, MN 55414
- d. Desired Unit & Bedroom Description: 3x3 Unit: 253-A

**TERM:** "Starting Date" of Lease Term: 08/27/2023 "Ending Date" of Lease Term: 08/12/2024

- a. The term of this Lease shall commence at 12:00 p.m. on the Starting Date and shall end at 8 a.m. on the Ending Date. This period is referred to as the "Term."

**FEES:** In addition to paying Rent, Tenant agrees to pay Landlord the following NONREFUNDABLE fee(s):

- a. Application Fee: \$\$50.00 (The Application Fee is not refundable for any reason, other than those reasons listed under Minn. Stat. 504B.173 Subd. 2.)
- b. Redecorating Fee: \$ 150.00 (The Redecorating Fee is not refundable for any reason)

**RENT:** The Base Rent, and any additional fees or charges payable by the Tenant will be referred to as "Rent". The Total Rent due for this lease Term is \$\$14,388.00 and Rent will be due and payable in 12 equal installments, without offset or deduction, and Tenant agrees to pay Rent as outlined below.

DUE DATE (ON THE FIRST OF):	INSTALLMENT AMOUNT:
August 2023	
September 2023	
October 2023	
November 2023	
December 2023	
January 2024	
February 2024	
March 2024	
April 2024	
May 2024	
June 2024	
July 2024	
August 2024	\$0.00

**ADDITIONAL TERMS AND AGREEMENTS:** Additional Terms and Agreements, as well as Exhibits, are attached as subsequent pages to this Lease. This Lease consists of these Basic Terms, the Additional Terms and Agreements, and the Exhibits.

**SIGNATURES AND ACCEPTANCE OF CONTRACT:** This Lease and any addenda may be signed in counterpart signatures. The Lease application is incorporated into and deemed a part of the Lease. If there are any conflicts between this Lease and the application, then this Lease shall control. Landlord and Tenant agree to each and every term and condition in this Lease.

**Minnesota Statutes § 504B.181.** Pursuant to Minnesota Statutes, Section 504B.181, Subd. (2)(b) and Section 504B.275, Landlord hereby notifies Tenant that a Landlord and Tenant Handbook prepared by the Minnesota Attorney General's office is available at <https://www.ag.state.mn.us/Consumer/Handbooks/LT/default.asp>

**TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT BY**

<sup>1</sup> Macy J White      <sup>19</sup> Dathan Ralston



**SIGNING BELOW, TENANT INTENDS FOR THIS LEASE TO CONSTITUTE (AND THIS LEASE DOES CONSTITUTE) A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT, AND TENANT ACKNOWLEDGES RECEIPT OF A TRUE, COMPLETE AND CORRECT COPY OF THIS LEASE.**

**ADDITIONAL TERMS AND AGREEMENTS AND EXHIBITS FOLLOW THIS PAGE**

**ADDITIONAL TERMS AND AGREEMENTS:**

**1. PROPERTY AND OCCUPANTS**

The "Property" is defined as including each of the following:

- a. Tenant's use of a Bedroom in a Unit in the Apartment Property
- b. Tenant's shared use of the Common Areas in the Unit and the Apartment Property (for purposes of this Lease, "Common Areas" are those areas within the Unit to which Tenant has access without going into another Bedroom and, within the Apartment Property, those areas to which all Tenants have general access)
- c. Tenant's use of all appliances and furniture within the Common Areas of the Unit
- d. If Bedroom or Unit is furnished: Tenant's sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of Tenant's furniture within Tenant's Bedroom
- e. Tenant's shared use of the mailbox assigned to Tenant by the Landlord

Landlord has the right to relocate Tenant to another bedroom and/or Unit of comparable floor plan style, bedroom type and level, if available, within the Apartment Property. In the event that Landlord must relocate Tenant, Landlord agrees to exercise best commercial efforts to relocate Tenant to a comparable Bedroom and/or Unit. Tenant acknowledges and agrees that Landlord cannot guarantee that Landlord will relocate Tenant to a comparable Bedroom or Unit type. In the event Tenant is relocated to a different Unit type with lower market rent, the Rent will be modified to the market rent for such Unit type at the Building.

Tenant hereby acknowledges that roommate compatibility is the sole and exclusive responsibility of Tenant. In the event Tenant requests a room reassignment, Landlord will use reasonable efforts, but is under no obligation, to accommodate the request. All requests for room reassignment must be provided to Landlord in writing on the forms provided by Landlord. In the event that Tenant's request for a room reassignment is accommodated, Tenant will be responsible for a reassignment charge as set forth on the attached Terms and Conditions page (the "Terms"), which is hereby incorporated into and made a part of this Lease.

**2. UP-FRONT FEES**

Unless otherwise indicated on the Terms page, no "Fee" described on the first page of this Lease is a "security deposit" or any other type of deposit, no such fee is refundable for any reason, and no interest will be payable thereon. There is no security deposit required in connection with this Lease, unless indicated on the Terms page. Any major damage to the Unit beyond ordinary wear and tear (including, without limitation, large holes in walls, broken or damaged fixtures or appliances, or tears/cracks or other significant damage to flooring) may subject Tenant to additional financial obligations to Landlord that survive the Term of this Lease, such obligations being understood and accepted by Tenant. Notwithstanding anything herein to the contrary, Tenant expressly and unequivocally acknowledges that Tenant is bound by all the conditions and obligations of use of the Unit that are imposed by this Lease, including its Addendums and the applicable Rules and Regulations, and that Tenant will not engage in (or permit any invitees or guests of Tenant to engage in) conduct that might reasonably be expected to cause damage to the Unit.

**3. RENT**

Tenant must pay Tenant's Rent on or before the 1<sup>st</sup> day of each month ("Due Date").

- a. If Tenant fails to pay all Rent before the end of the day (11:59 p.m.) on the 3<sup>rd</sup> day of each month, Tenant will be obligated to pay a late charge as set forth in the Terms. If Tenant does not pay Rent on or before the Due Date, Tenant will be in Default, and all remedies under state law and this Lease will be available to Landlord.
- b. Tenant must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional Rent and lockout fees before the current Rent is credited.
- c. Tenant may not pay Rent in cash or by personal check. Tenant must pay Rent by money order, certified funds, online payment, electronic payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Tenant a receipt for rental payments made by money order. Landlord may, at Landlord's option, require at any time that Tenant pay all Rent and other sums in certified or cashier's check or money order.
- d. Any accord, satisfaction, conditions or limitations noted by Tenant on or in any rental payment shall be null and void.
- e. Tenant is liable for all costs or charges associated with Landlord having to provide special services (unless required by law) to Tenant or at Tenant's request and for all fees or fines as described in Rules and Regulations.

Rent payments are to be made payable to Landlord at the address listed in the Terms.

<sup>2</sup> Macy J White

<sup>20</sup> Dathan Ralston



**4. RETURNED PAYMENTS**

If Tenant's payment is returned for any reason, including denial of payment, Tenant:

- a. must pay a returned payment charge as set forth in the Terms as Additional Rent for each and every payment that is returned or denied
- b. will be responsible for any late Rent charges retroactive to the due date listed in Paragraph 3 and Basic Terms
- c. will be in violation of the Lease for failing to pay the Rent on time, unless the fee and any late Rent charges are paid within the notice requirements of local law

If during the Term of this Lease two (2) of Tenant's payments are returned or denied to Landlord, Landlord will require that all Rent and other sums due and owing from Tenant be made payable to Landlord in either certified or cashier's check or money order.

**5. DEFAULT CONDITIONS OF LEASE ("DEFAULT") BY TENANT**

Tenant is found in Default of this Lease if Tenant does any one or more of the following:

- a. fails to pay Rent or Additional Rent when it is due
- b. does anything which is not permitted by this Lease
- c. fails to do anything which is required by this Lease
- d. gives Landlord false information, including information or signatures on Tenant's or the Guarantor's/Co-signers rental application, on the Lease or on the Guarantor Agreement
- e. fails to pay in timely manner, disconnects or shuts-off any of the utilities which are payable by Tenant or the other Tenants of the Unit
- f. Tenant fails to pay any fine within 3 days after it is levied in accordance with this Lease or the Rules and Regulations
- g. Tenant "Abandons" the Unit
- h. Tenant "Terminates" (as defined below) the Lease prior to the end of its Term
- i. fails to provide a Guarantor or other form of security as Landlord may require in its sole and exclusive determination

Tenant will be deemed to have Abandoned the Unit when all of the following have occurred: (1) everybody appears to have moved out in Landlord's reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment; (3) Tenant has been in Default for non-payment of Rent for 5 consecutive days, or water, gas, or electric service for the Unit not connected in Landlord's name have been Terminated or transferred; and (4) Tenant has not responded for 2 days to Landlord's notice left on the outside of the main entry door stating that Landlord considers the Unit Abandoned. A Unit is also deemed to be "Abandoned" 10 days after the death of a sole Tenant.

If Tenant Abandons the Unit, Landlord may take possession of the Unit and its contents without further notice. Except as otherwise provided by state or local law, Landlord may dispose of the contents and re-rent the Unit without obligation to Tenant. Tenant must pay the cost for removal and other associated costs.

Tenant shall be deemed to have "Terminated" this Lease if Tenant:

- a. fails to move in or to give written move-out notice.
- b. moves out without paying Rent in full for the entire Lease Term.
- c. moves out at Landlord's demand because of Tenant's Default.
- d. is judicially evicted.

**6. ACCELERATION.**

All monthly Rent for the rest of the Lease contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if Tenant is evicted from the Unit, Abandons the Unit, or Terminates the Lease as provided in Section 5.

**7. OTHER REMEDIES**

In addition to all of Landlord's other rights and remedies under state and local law and this Lease, Landlord may report unpaid amounts to credit agencies. If Tenant Defaults and moves out early, Tenant will pay Landlord any amounts stated to be rental amounts in Basic Terms and Paragraph 3, in addition to other sums due. Upon Tenant's Default, Landlord reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are not liquidated damages, but are for Landlord's time, inconvenience, and overhead in collecting late Rent (but are not for attorney's fees and litigation costs). Tenant must pay Landlord's attorney's fees and litigation costs. Tenant must pay all collection-agency fees if Tenant fails to pay all sums due within 10 days after the Landlord mails the Tenant a letter demanding payment and stating that collection agency fees will be added if Tenant fails to pay all sums by that deadline. Landlord may accelerate Rent – see Paragraph 6.

**8. LEASE GUARANTEE**

Landlord reserves the right to require Tenant to provide Landlord a Guarantee executed by a qualified Guarantor acceptable to Landlord, in its sole and absolute discretion. The Guarantee for each Tenant, if requested by Landlord, should be delivered to Landlord promptly after Landlord's request, and Landlord reserves the right to Terminate this Lease at any time, in its sole discretion, if Tenant does not provide the Guarantee to Landlord within seven (7) days of Landlord's request. If Tenant does not meet residential rental criteria and is unable to provide an executed Guarantee acceptable to Landlord within the seven-day period, Landlord reserves the right to request (at Landlord's sole discretion) other financial assurance, which may include an accelerated Rent prepayment agreement.

Tenant will not be allowed to move-in without a complete Lease file including the Guarantee or other financial assurance (if requested), unless Landlord agrees otherwise in advance in writing. Notwithstanding the foregoing sentence, any failure by Tenant to provide a signed



Guarantee form or other financial assurance (if requested) shall not relieve Tenant of the obligation to make all Rent and other payments due under the Lease for the entire Term.

**9. INSURANCE REQUIREMENT**

Tenant shall maintain, for the duration of the Term of the Lease and any subsequent renewal, renter's liability insurance issued to Tenant by an authorized insurance company with a coverage limit of not less than One Hundred Thousand Dollars (\$100,000) per occurrence, that expressly identifies the Landlord as an "additional insured" or "loss payee", and provides coverage for any and all damage to the Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of Tenant, any other person residing in the Unit, or any other persons on the premises with Tenant's consent. Prior to Tenant's occupancy of the Unit and at the inception of each lease renewal period, Tenant shall provide the Landlord with a copy of the policy or other evidence of such renter's liability insurance coverage in effect. Tenant will be in material breach of this Lease if Tenant fails to comply with the requirements of this paragraph.

If Tenant fails prior to Tenant taking occupancy of the Unit or during the Term of this Lease or any renewal hereof to provide such evidence of renter's liability insurance coverage in effect to the Landlord, in addition to any other remedies available to the Landlord for breach of this Lease by the Tenant, Tenant agrees to pay \$12.95 per month to Landlord as consideration for Landlord's cost to procure supplemental property and/or casualty coverage that provides coverage to Landlord equivalent to the Tenant renter's liability insurance requirements of this Lease. Tenant agrees to this cost in addition to all other obligations in the Lease. Tenant also agrees that the charge described in this paragraph will be considered Additional Rent for purposes of the Lease. The supplemental coverage procured by Landlord as described in this paragraph shall be primarily for Landlord's benefit to provide coverage for any and all damage to the Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of Tenant, any other person residing in the Unit, or any other persons on the premises with Tenant's consent. Tenant acknowledges that it will not be a coinsured or beneficiary of such Landlord's supplemental insurance coverage.

Tenant acknowledges that Landlord's property and liability insurance, including such supplemental insurance coverage as described in the preceding paragraph, may not provide coverage to Tenant, Tenant's guests or any occupants against loss or damage to their personal property or belongings, or cover Tenant's liability for loss or damage caused by Tenant's actions or those of any occupant of the dwelling or any guest. Landlord's insurance DOES NOT protect Tenant against loss or damage to Tenant's personal property or belongings. Tenant understands that failure to maintain a renter's liability insurance policy may cause Tenant to be otherwise personally liable to Landlord and others for loss or damage caused by Tenant's actions or those of any occupant or guest in the Unit.

Tenant shall bear the risk of loss of any and all of Tenant's personal property whether located in the Unit, garage/carport, designated storage areas or anywhere on the Residential Community. Tenant agrees not to hold Landlord, its agents and/or employees liable in any manner for or on account of any loss or damages to Tenant's personal property sustained by reason of the acts or omissions of Tenant, third parties other than Landlord or Landlord's agents, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Tenant understands and agrees that Tenant's guests are not beneficiaries or co-insureds of any insurance policies held by Landlord. Per the requirements of this Lease, it is the intent of Tenant and Landlord that, as the law permits, Tenant will consider Landlord an additional insured under Tenant's renter's liability insurance and will not hold Landlord liable for claims regarding damage or injury normally covered by Renter's liability insurance, and Tenant will look solely to Tenant's required renter's liability insurance to compensate for any such damage or injury..

**10. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE**

Tenant expressly and unequivocally agrees to be liable to the Landlord and/or the Landlord's insurer in tort for damage to the Unit and the Property, including, but not limited to, fire and water damage caused by Tenant's conduct, or the conduct of Tenant's occupants, guest, licensees, invitees or agents. Tenant agrees to comply in all respects with any policy of insurance covering said Unit and the Property or contents so as not to cause an increase in premium or void any insurance policy.

Tenant agrees that Tenant is responsible for all of the following:

- a. All personal property of Tenant and Tenant's family, guests or persons invited by Tenant in or on the Property, including automobiles.
- b. Loss, damage, costs, injury or death caused by Tenant or Tenant's family, guests or persons invited by Tenant for the use of Tenant's property.
- c. Any claim due to acts or from any failure to act by Tenant or Tenant's family, guests or persons invited by Tenant.
- d. Payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's family, guests or persons invited by Tenant.

**11. LANDLORD UNABLE TO GIVE POSSESSION**

- a. Landlord shall not be liable to pay damages to Tenant if Landlord cannot give possession for reasons beyond Landlord's reasonable control.
- b. If Landlord is unable to give possession of the Unit to Tenant on the date when the Lease is to start, Rent will be abated on a daily basis during the delay. Tenant must pay Rent or Additional Rent for all days during an installment period on which Tenant has possession.
- c. Tenant may end the Lease if possession of the Unit is not given to Tenant within the later of (i) 90 days after the date the Lease begins and (ii) the maximum time period allowed by law (the "Non-Delivery Cancellation Date"). Tenant must give notice to Landlord in writing before the 6th day after the Non-Delivery Cancellation Date to end the Lease. The Lease will continue if Tenant does not timely give Landlord written notice that Tenant is ending Lease. All duties and obligations of Tenant under the Lease will remain in effect.



If Tenant believes that Landlord has violated this Lease, then prior to Tenant bringing any action against Landlord for such violation, Tenant must first give Landlord written notice of the nature of Landlord's claimed violation and allow Landlord 30 days to remedy it such claimed violation.

**12. ACCEPT CONDITION OF UNIT**

- a. Roommate compatibility is not guaranteed.
- b. Tenant accepts the Unit and Property in its present condition and designates it fit and habitable.
- c. Tenant shall complete a Move-in Condition Form and return it to Landlord management's office within 48 hours of taking possession of the Unit. As part of completing the Move-In Condition Form, Tenant must test all smoke detectors. Tenant hereby acknowledges that the purpose of the Move-In Condition Form is to document the condition of the Unit at the time the Term of the Lease commences.
- d. Tenant is responsible for keeping a copy of the Move-in Condition form signed by Landlord or Landlord's representative. If Landlord does not receive a Move-In Condition Form within the time given, Tenant shall be deemed to have acknowledged that there are no defects or damages. The Unit must be returned to Landlord in the same condition as it was provided, reasonable wear and tear excepted. Tenant is responsible for all damage to the Unit that occurs after acceptance, reasonable wear and tear excluded. Tenant acknowledges and agrees that having to paint a Unit one (1) year after it was painted is not considered reasonable wear and tear.

**13. USE**

- a. Only the Tenant listed on this Lease may live in the bedroom; however, Tenant acknowledges that the Unit may be occupied by another Tenant; provided the additional Tenant has an executed Lease or is listed in the Basic Terms of this Lease.
- b. No one other than Tenant may occupy the bedroom. Persons not listed above must not stay in the bedroom for more than 2 consecutive days without Landlord's prior written consent, and no more than twice that many days in any one month. Tenant hereby agrees that Landlord may share Tenant's name and contact information with Roommates prior to commencement of the lease term.
- c. If Tenant allows another person to occupy any unrented/vacant bed space in the Unit, Tenant will be responsible for the Rent for that bed space. Tenant will be responsible for all costs associated with returning the unrented/vacant bedroom to its original condition. If the Unit consists of more than one bedroom, Landlord has the right, when any bedroom within the Unit is unoccupied, to place a new Tenant in the unoccupied bedroom unless Tenant and all other Tenants in the Unit agree to pay Landlord, as part of Tenant's reserve Rent, the Rent due and other charges due for such unoccupied bedroom. The fact that Tenant and Tenant's roommates may be in conflict with each other will not result in any termination of this Lease.
- d. Tenant may not commit any act or allow any activity to occur on the Property, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations including, but not limited to, disabling smoke detectors or carbon monoxide detectors. Tenant may not use or allow the Property to be used for any disorderly or illegal purpose. The Unit may only be used as a private residence.
- e. Tenant may not store or allow any hazardous, flammable or toxic substances in or on the Property. Tenant may not do or allow any behavior in the Property which is a nuisance or which creates a risk of injury, loss or damage. Tenant may not engage in or allow any activity, which increases the costs of insurance or the Landlord's ability to either acquire or keep insurance coverage on the Property.
- f. If Tenant permits another person to live in the Unit or provides access or a key to a person not named on this Lease, it shall be a Default under the Lease and Landlord may exercise any of its remedies hereunder.

**14. APPLIANCES AND FURNITURE**

- a. If the property is furnished, as shown on the Terms page, then Landlord will provide (in its discretion) some or all of the following furniture and appliances in the Units: Refrigerator/Freezer, Dishwasher, Range/Oven, Garbage Disposal, Microwave, Flat Panel Television(s), Coffee Table, Bar Stools, Mattress and Bed frame, Desk, Desk Chair, and Couch. The actual furniture and appliances provided may vary based on unit and floor plan type.
- b. Landlord will repair or replace non-working appliances.
- c. Tenant assumes full responsibility for items furnished by Landlord and agrees to return them to Landlord at the expiration of the Lease Term in as good condition as when Tenant received them, reasonable wear and tear excepted. Tenant shall not remove any of Landlord's furniture, fixtures or appliances from the room they were in on the Start Date of this Lease without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall return all furniture, fixtures and appliances to their original positions prior to vacating the Bedroom or Unit. Tenant shall not remove Landlord's furniture, fixtures, and/or appliances from the Unit for any reason. Tenant shall be responsible for all loss, breakage, or other damage to furnishings and appliances.

**15. LAUNDRY FACILITIES**

Individual Washers and Dryers may be included in each Unit; See Terms. If provided, Tenant is required to clean lint trap after each dryer use to prevent fire.

**16. UTILITIES**

- a. Landlord shall supply and pay for certain utilities. The utilities provided by the Landlord are shown in the Terms. If trash removal is provided by Landlord, it is provided only at specific locations throughout the Property (this does NOT constitute door-to-door trash pickup). If cable and internet service is provided for the Unit, service will be provided by the Landlord through an arrangement with an outsourced service provider.
- b. Tenant agrees to use utilities in a careful and conservative manner.
- c. In addition to the obligation to pay Rent, Tenant is responsible for certain monthly utility charges as outlined in the Terms.
- d. Certain utilities provided by Landlord may have a monthly conservation cap in dollars per Tenant. Caps, if applicable, are outlined in the Terms.
- e. If electricity is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.
- f. If water or sewer is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.



g. If gas is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.

Landlord reserves the right to estimate any and all utility charges upon Tenant's move-out (or at any other time) and such amounts shall be deemed final. Landlord also reserves the right to contract with a third-party billing service to calculate or bill Tenant for any utilities that are Tenant's obligation to pay hereunder, and in the event Landlord does so, Tenant agrees to pay a reasonable fee for such services, as such fee may be determined from time to time. Without limitation upon the foregoing, Landlord has engaged Conservice Utility Management and Billing, a third-party billing provider, to bill Tenant for utilities and related taxes and fees. Tenant acknowledges that the billing provider is not a public utility. Landlord reserves the right to bill Tenant a fee which represents the costs of administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by Landlord and Conservice during the Term of this Lease, and Tenant agrees to pay such fee as it may be charged by Landlord from time to time, see Terms page.

If Landlord does not provide electricity and Tenant is required to establish an account with the local utility provider, Tenant shall do so promptly in the Tenant's name. Tenant shall ensure that the start date for each such account is the Tenant's move-in date. If Tenant fails to comply with the conditions of this paragraph and Landlord is subsequently charged with utility charges attributable to Tenant's occupancy of the unit, then Tenant shall be issued (and shall pay) a bill for such services by Landlord or the billing provider, which shall include a service charge in the amount of \$5 per month. Such service charge is used to compensate Landlord for Tenant's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third-party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Tenant and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.

#### 17. **INTERNET & TELEVISION SERVICE**

If Landlord is providing internet and/or cable service to Tenants, service is subject to Network Access, Acceptable Use and performance level terms (see below). If Tenants want additional television channels, voice service or additional internet capacity, they will be at Tenants' expense and Tenants must make arrangements through the Landlord-approved provider. These additional services not paid by Landlord must remain on and paid for by Tenants, in Tenants' names, through their contracted ending date regardless of whether Tenants have moved out.

Landlord shall not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. Tenants hereby release Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

##### **Network Access**

Tenant may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Tenants may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the Tenant's computer operating system or any other feature will be the responsibility of the Tenant to resolve. Landlord is not be responsible for software issues related to the user's personal computer.

##### **Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized, including, but not limited to, postal and electronic message systems. Sharing access to copyrighted material on the network is prohibited. Be advised that Landlord and Landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Landlord and Landlord approved-provider strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

##### **Performance Rises**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but commercially reasonable efforts will be made to ensure the highest possible quality of service is delivered. Tenant understands that any content that Tenant may access may be subjected to "caching." Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

#### 18. **TRASH REMOVAL**

Trash must be disposed of in accordance with the directions of the Landlord as relayed from time to time. All trash must be deposited in appropriate receptacles and removed as it accumulates in the Unit, Common Areas, and the Property. Trash may not be kept in closets, hallways, basements, or other portions of the Unit, Common Areas, or the Property. Tenant must exercise reasonable consideration and care so that Tenant promptly and neatly dispose of all trash in a way that minimizes disruption, nuisance, noxious odors, and disturbances to other





residents in the Property.

Additionally, Tenant may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony. If Tenant violates local ordinances for removal of trash/recycling and Landlord is fined, Tenant must pay the fine and any costs incurred by Landlord as a result of the Tenant's actions.

Violation of this Paragraph shall subject Tenant to a reasonable fine levied by Landlord in its sole discretion as set forth in the Terms.

**19. ANIMALS**

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the Property unless authorized by Landlord in advance in writing. Except as expressly provided below, if Landlord allows an animal, Tenant must sign a separate Animal Addendum and pay an animal fee.

Any animal shall be the full responsibility of Tenant. Tenant must be consistently in control of the animal. If the animal is not under control or poses a risk to the health or safety of others, Tenant may be asked to remove the animal. Failure to do so shall constitute a Default under this Lease.

All animals, including service or therapy animals, must be harnessed, leashed or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents these devices.

Tenant is responsible for removing or arranging the removal of the animal's waste. This will result in placing the waste in a closed container and then removing the container to an outdoor trash bin.

All animals must be licensed and must display a license or its card at all times.

All animals must have an animal clean bill of health (including vaccinations and immunity shots against rabies) administered by a licensed veterinarian.

A request to have a therapy animal is considered a request for an accommodation. All such requests must be made with at least 30 days' written notice and will be reviewed on a case-by-case basis. Individuals making such requests must establish that they experience a documented disability and that the animal is indeed providing essential therapeutic benefit related to the documented disability.

Landlord will authorize a therapy animal or an emotional support animal after first receiving a written affidavit from a qualified health care professional verifying the Tenant's disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a direct threat to the safety of other occupants of the Property. In such situation Landlord will not require an animal deposit and/or fee. If Tenant knows he/she will require a therapy animal or emotional support animal prior to or at the time of Lease signing, he/she must give 30 days prior written notice to Landlord requesting the accommodation. Landlord reserves the right to deny the accommodation or file for eviction of the Tenant.

Tenant must not feed stray or wild animals.

If Landlord consents to Tenant having a non-therapy animal and/or non-emotional support animal, Landlord will require Tenant to pay an animal security deposit as set forth in the Terms and execute an Animal Addendum. The animal security deposit must be paid at the time the Animal Addendum is signed. If Tenant or any guest violates the pet restrictions (with or without Tenant's knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Unit at any time during the Tenant's term of occupancy (with or without Landlord's consent), Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit. Initial and daily animal-violation charges and animal-removal charges are damages for Landlord's time and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Landlord may remove an unauthorized animal by leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal. Landlord will turn the animal over to a humane society or local authority. Landlord won't be liable for loss, harm, sickness, or death of the animal. Tenant must pay for the animal's reasonable care and kenneling charges. Landlord has no lien on the animal for any purpose. For Tenants with authorized service animals, Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit, if Landlord deems necessary, after the Tenant vacates the Unit after tenancy.

**20. UNAUTHORIZED VEHICLES**

- a. Tenant may not park any vehicle on the Property unless Landlord and Tenant have agreed in writing to allow tenant to park a vehicle on the Property.
- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Property at any time.
- c. Tenant may not wash or clean automobiles or make repairs to automobiles on the Property.
- d. Landlord may tow, at Tenant's expense, any vehicle determined by Landlord to have been Abandoned or parked in violation of this Lease, the Parking Lease, other property parking regulations or otherwise in violation of law.

**21. NOTICES**

Landlord and Tenant must send all notices by: (1) email messaging using Landlord's electronic messenger system ("EMS"), or (2) pre-paid postage via certified or registered mail or nationally recognized overnight courier (e.g., FedEx) only. Hand delivery shall be deemed ineffective notice. "Text messaging" or "texting" shall be deemed ineffective notice.

**22. WRITTEN CHANGES TO THE LEASE**

<sup>7</sup> Macy J White

<sup>25</sup> Dathan Ralston



All of the promises and understandings between Landlord and Tenant are contained in this Lease. There are no other promises or understandings between the parties. Any changes to this Lease must be in writing signed by both Landlord and Tenant. Neither Landlord nor any of Landlord's representatives have the authority to make any oral promises, representations or agreements. This Lease constitutes the entire agreement between Landlord and Tenant. Landlord's representatives have no authority to waive, amend, or Terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. Notwithstanding, Landlord reserves the right, and Tenant hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to Tenant.

### 23. MAINTENANCE

Landlord agrees to do any maintenance or structure repairs that are needed to the Unit. Tenant agrees to keep the Unit clean, neat and safe. Landlord shall act with customary due diligence to:

- a. keep common areas reasonably clean
- b. maintain fixtures, furniture, hot water, heating, and A/C equipment
- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing
- d. make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable.

Tenant agrees to:

- a. immediately report to Landlord any damages or needed repairs
- b. pay for repairs which are needed due to the fault of Tenant or any of Tenant's family or guests
- c. register with Landlord's EMS and to transmit all maintenance requests through the EMS

Landlord may temporarily turn off equipment and/or interrupt utilities to Tenant's Unit and/or the Property to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment. Landlord will not be liable for any inconvenience, discomfort, disruptions or interference with Tenant's use of the Property because Landlord is making repairs, alterations or improvements to the Unit or the Property. If Tenant requests any repairs, and Landlord approves such request, the repairs will be done during Landlord's usual working hours unless Tenant requests in writing that such repairs be done during other hours. If Landlord approves such request then the Tenant will have to pay in advance any additional charges resulting from such request.

Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. Tenant shall (a) remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, (d) keep climate and moisture in the Unit at reasonable Rises, (e) clean and dust the Unit regularly, and (f) keep the Unit, particularly the kitchen and bath, clean and dry.

Tenant shall promptly notify Landlord through the EMS of the presence of any of the following conditions:

- a. a water leak, excessive moisture, or standing water inside the Unit or any Common Areas
- b. mold or mildew growth in or on the Unit that persists after Tenant has tried to remove it as directed above
- c. a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit

Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection. If Landlord incurs the cost of pest control in Tenant's Unit or the Property as a result of Tenant's actions, all Tenants in the Unit shall be responsible for the cost.

Tenant agrees to maintain the Property in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Tenant shall immediately notify Landlord of the presence of bedbugs and any other pests. Tenant shall (a) keep the Property in a clean and sanitary condition at all times, (b) not introduce any furniture or textiles from unknown sources into the Property, (c) cooperate with Landlord in eradicating any pests, (d) take the measures recommended by a qualified expert, and (e) immediately notify Landlord of any re-infestation or indications that treatment has been ineffective. If Tenant fails to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, Tenant will be responsible for the cost of the treatment to the Property and any costs associated with cleaning other Tenants' belongings or other portions of the Property as necessary to eradicate the infestation.

If Landlord believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may Terminate this Lease by giving the Tenant at least five (5) days' written notice. Landlord may also remove personal property if it causes a health or safety hazard. If the Lease is so Terminated, Landlord will refund prorated Rent, less lawful deductions.

### 24. CHANGES TO THE PROPERTY

Tenant must get written permission from Landlord before Tenant makes any changes, improvements or additions to the Unit. Tenant agrees that Landlord will not pay for changes made to the Unit unless Landlord agreed in writing to pay for the changes. Tenant may not paint any portion of the walls, ceiling, or floor in the Unit or the Property.

### 25. LANDLORD'S ENTRY ONTO THE PROPERTY

Subject to applicable law, Landlord or Landlord's agent may enter the Unit by any means necessary (and Tenant has no right to refuse entry to Landlord if proper notice is given):

- a. by giving Tenant a prior written notice of intent to enter Unit
- b. without notice to Tenant in the event of an emergency or situation where it is impractical to give twenty-four (24) hour notice such as



inspection of possible lease violation, provided Landlord gives Tenant notice of such emergency entry within 24 hours of having made such emergency entry

- c. if noise inside Tenant's Unit constitutes a public nuisance or is too loud to hear someone knock at the door
- d. with reasonable prior written notice to Tenant to show the common area of the Unit and any vacant bedroom to a prospect.

**26. LANDLORD'S RESPONSIBILITY**

Landlord is not responsible for any loss, expense, injury or damage to any person or property caused to items including, but not limited to, theft, fire, ice, snow, rain, water, plumbing or pipe leaks, malfunction of appliances, interruption of any utilities or services of the property, power surges, and sprinkler systems.

Except for Landlord's liability arising under applicable law, Tenant, for Tenant and for Tenant's guests, releases Landlord and Landlord's respective successors, together with each of their officers, directors, shareholders, employees, attorneys, agents and affiliates (collectively, the "released parties") from any and all claims and/or damages (a) for loss or theft of Tenant's or Tenant's guests' personal property and/or (b) which may arise out of any accidents or injuries to Tenant, members of Tenant's family or Tenant's guests, in or about the bedroom, the unit, the building, or the Property, even if such claim or damage was caused in whole or in part by the negligence of the released parties. Tenant assumes for Tenant and all members of Tenant's family and Tenant's guests, any and all risks from any accidents in connection with use of the Unit, the Common Areas, the Property and Property Facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for Tenant's use and at the user's sole risk. Tenant hereby indemnifies Landlord and each of the released parties from and against any and all claims, liabilities, actions, costs and damages which Landlord or any of them may suffer or incur as a result of Tenant's negligence, willful misconduct, and/or violations of this Lease.

**27. SECURITY DEVICES**

Tenant acknowledges and agrees that Landlord is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services"). In the event and to the extent Landlord furnishes any such Security Services, Landlord can, at its sole and absolute discretion, modify or discontinue any of such items provided at any time without notice. Tenant acknowledges and agrees that any and all electronic Security Service equipment and records are the sole and exclusive property of Landlord and shall not be available to Tenant without an order from a court of competent jurisdiction.

**28. LANDLORD'S RIGHTS**

The following are in addition to rights of Landlord under the law.

- a. If Tenant breaks any condition of this Lease, any Addendum to this Lease, or the Rules and Regulations, Landlord can:
  1. collect any past due Rent and utility payments and any sums which are due for the rest of the Term from Tenant
  2. collect damages caused by Tenant, Tenant's breaking any conditions of the Lease, or Tenant's doing of any act which is not permitted by the Lease
  3. go to court to evict Tenant and take possession of the Unit
  4. go to court to recover:
    - (i) Rent or Additional Rent, which is due from Tenant
    - (ii) Damages
    - (iii) to the extent allowed by law, reasonable costs and expenses which are spent by Landlord to enforce this Lease, including court costs, collection costs and attorneys' fees
- b. These are not the only rights Landlord has if Tenant breaks this Lease. Besides ending this Lease and getting a court order to evict Tenant, Landlord can sue Tenant for unpaid Rent and other damages, losses or injuries. If Landlord receives a court order for a money judgment against Tenant, Landlord can use the court process to take Tenant's personal goods, motor vehicles and other assets.

**29. FIRE OR OTHER CASUALTY**

If in Landlord's reasonable judgment, the Unit, the Building or the Property is materially damaged by Fire or other casualty, Landlord may terminate this Lease with written notice within a reasonable time after such determination. If the Landlord does terminate the Lease and Tenant did not cause the loss, Landlord will refund prorated, prepaid Rent, less lawful deductions. If Landlord determines that material damage has not been caused to the Unit, the Building or the Property, or, if Landlord has elected not to Terminate this Lease, Landlord will, within a reasonable time, repair any damages.

**30. LOSS OF LANDLORD'S RIGHTS**

Landlord does not give up rights by accepting Rent, Additional Rent or by delaying, or not enforcing any condition in this Lease.

**31. TAKING OF PRIVATE PROPERTY**

- a. Legal authorities are able to take property after paying for it. This is known as "condemnation."
- b. Tenant agrees that if the Property, part of the Property, or the land on which the Property is located is taken:
  - 1) Landlord can end this Lease for any part of the Property that is taken
  - 2) Landlord is not responsible for claims of Tenant for inconvenience or loss of use of the Property or any part of the Property
  - 3) Tenant, by signing this Lease, has given to Landlord any rights which Tenant may have to any money paid by the legal authorities for the taking of the Property

**32. UNENFORCEABLE LEASE CONDITIONS**

If any court determines that any condition or part of this Lease is illegal or unenforceable, the rest of the Lease shall continue in full force and effect.

**33. SALE OF PROPERTY**

A new owner can end this Lease by giving Tenant 60 days' written notice if there is:

- a. a sale or transfer of the Property
- b. a sale of the land or buildings in which the Unit is located

**34. TRANSFER BY LANDLORD**

Landlord may transfer this Lease without Tenant's prior approval. If transferred, the Tenant's obligations are assigned to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease.

**35. EARLY TERMINATION OF THE LEASE**

This Lease may not be Terminated prior to the end of the Term unless it is agreed to in writing by both Landlord and Tenant and a new Tenant (approved by Landlord) is found to replace the existing Tenant. Landlord has no obligation to end this Lease before the expiration of its Term. If Landlord agrees to end the Lease prior to the expiration of the term, a charge will apply and must be paid before the Lease is officially Terminated. The Application Fees, subject to the provisions of Minn. Stat. 504B.173, and other Fees are never refundable.

**36. RE-LETTING**

Tenant may not transfer this Lease or assign or sublet the Unit, nor any part of the Unit, without Landlord's prior consent, which Landlord may deny in its sole determination. Subject to Landlord's prior written consent, if Tenant wishes to re-let, he/she must provide written notice to the Landlord. If Tenant finds a replacement Tenant acceptable to Landlord and Landlord expressly consents to the replacement, then:

- a. such substitute Tenant will be obligated to pay the standard application fee, which shall be immediately due and payable
- b. the departing Tenant must pay for all damage to the Unit and the Property as provided in this Lease
- c. the departing Tenant will be obligated to pay a re-let fee as set forth in the Terms
- d. the replacement Tenant must meet the rental criteria
- e. the replacement Tenant must fully complete and execute a new Lease and all addenda, and cause a new Guarantee to be executed and delivered
- f. a rekeying fee will be due if rekeying is requested or required
- g. the departing Tenant will no longer remain liable for all Lease Contract obligations for the rest of the original Lease Contract term

**NOT A RELEASE.** The re-letting fee is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of Landlord's damages; that is, Landlord's time, effort and expense in finding and processing a replacement. Tenant agrees that the re-letting fee is a reasonable estimate of such damages and that the fee is due whether or not Landlord's re-letting attempts succeed. The re-letting fee does not release Tenant from continued liability for future or past-due Rent; charges for cleaning, repairing, repainting, unreturned keys, or other sums due.

**SERVICE MEMBERS CIVIL RELIEF ACT:** If, during the term of this lease, Tenant enters military service or, if during military service the Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Tenant may Terminate this lease by delivery of a written notice and a copy of the military orders. Tenant must immediately deliver written notice to Landlord upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due after the notice is delivered. This paragraph is intended to comply with the Service members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.

**37. LEASE RENEWAL**

- a. If you intend to renew your Lease, you must renew the lease by the deadline provided by the Landlord in order to guarantee continuing residence in your Unit and Bedroom. If you don't, we may lease your space to another person and you will be required to move from your space by the Lease Ending Date.
- b. If you desire to transfer to a new Unit or Bedroom upon renewing your lease, you may be required to pay a renewal transfer fee as set forth in the Terms. The option to transfer when renewing is at the sole discretion of the Landlord.

**38. ENDING THE LEASE**

- a. This Lease will end at the time and date listed in the Basic Terms herein. Neither the Landlord nor the tenant may extend the term of this Lease without the written consent of the other party. Failure to leave at the end of Lease shall be a violation of this Lease.
- b. If Landlord fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, Tenant may pursue remedies under state and local law, including the possibility of terminating this Lease, by completing the following:
- c. Tenant must make a request through Landlord's EMS for repair or remedy of the condition - after which Landlord shall have a reasonable time consistent with state and local law for repair or remedy
- d. If the repair or remedy still has not been accomplished within that reasonable time period, Tenant may ultimately Terminate this Lease by giving Landlord a final notice through Landlord's EMS
- e. If this Lease has ended and tenant does not leave on the Lease ending date, Tenant must pay in addition to the normal Rent, a per day charge as Holdover Rent calculated at rent plus twenty-five percent (25%) for the additional time in the unit for the extra time spent in the premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your Holdover.

**39. LEAVING THE UNIT****SURRENDER AND ABANDONMENT.**

Tenant will be deemed to have surrendered the Unit when (1) no one is living in the Unit in Landlord's reasonable judgment at the Lease termination date and time, or (2) all Unit keys and access devices have been turned in to Landlord—whichever date occurs first.

Tenant acknowledges and agrees that prior to the Ending Date, no surrender of the Unit, whether by delivery of keys or other action, shall be deemed to have terminated this Lease or Tenant's obligations hereunder.

**40. TENANT'S DUTIES AT END OF THE LEASE**

In addition to any other duties which the Tenant has under this Lease, Tenant will:

- a. leave the Unit when the Lease ends and return all keys and access devices/remotes to Landlord
- b. return the Unit, including all common areas clean and free of garbage or trash and in good order and repair, reasonable wear and tear excepted
- c. comply with all other terms of this Lease

If requested, Tenant may also be present at the time of the move-out inspection at the end of the lease. Tenant must contact management to schedule an appointment for the inspection at least thirty (30) days prior to the move out date assigned on page 1 of this Lease.

A copy of the move-out procedures, which details the cleaning and Unit standards as well as the potential charges, may be obtained from Landlord at Tenant's request.

**41. ATTORNMENT**

Tenant hereby agrees that the Tenant will recognize as its Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which this Unit is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage. This Lease is expressly subordinate to any and all mortgages or deeds of trust affecting the Property, whether entered into before or after the date of this Lease.

**42. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT**

Tenant agrees that Landlord does not promise, warrant or guarantee the safety and security of Tenant, Tenant's guests or Tenant's personal property against the negligent, reckless or criminal actions of other Tenants or third parties, except as required by law. In addition, Landlord shall not be liable for any damages or injury to Tenant, Tenant's guests or Tenant's personal property or to any person entering the Unit or the Property, or for injury to person or property arising from casualty occurring in or about the Unit or Property, except as required by law. Tenant agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property of Tenant or any of Tenant's guests regardless of the cause, unless the injury is due to Landlord's negligent or intentional conduct, except as prohibited by law.

**43. ADDITIONAL TERMS**

The Terms attached hereto are part of this Lease and contain important information about your relationship to Landlord under this Lease. Please review them carefully.

**44. RULES AND REGULATIONS**

Landlord may make reasonable rules and regulations to protect:

- a. the Property and the property of other Tenants, neighbors, or other people
- b. the comfort, safety or rights of other Tenants, neighbors, or other people.

Tenant Accountability: Tenants found to be in violation of any portion of the Lease or these Rules and Regulations may be subject to the following: a private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the Property, fines, eviction or criminal and/or civil prosecution.

Violations of these RULES AND REGULATIONS will result in Tenant being billed for Landlord's costs, and may result in fines as follows:

First: A written warning in the form of a first breach of rental agreement will be issued to the Tenant stating the first breach.

Second: A \$250 charge assessed against the Tenant.

Third: A \$1000 charge assessed against the Tenant.

Fourth: Possible Eviction

The fines above may be increased at Manager's discretion and manager may elect to fine or evict Tenant for any single violation of the rules and regulations, should manager reasonably believe the infraction was severe enough to warrant such action. Fines will double and/or result in eviction in the event the Tenant is found to have lied to or deceived the Landlord when discussing the details of a lease violation.

**45. VANDALISM**

Vandalism of any Bedroom, Unit, and/or Property is prohibited.



**46. SECURITY CAMERAS**

The common areas or certain parts of the common areas of the Property may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under state or local statutes and legal action by Landlord. No cameras exist in any restroom or tanning bed room. Tenant hereby acknowledges that the restrooms and tanning bed rooms are the only areas, besides the Unit, on the Property where there is a reasonable expectation of privacy.

**47. BALCONIES, PATIOS, WINDOWS, AND CARE OF UNIT**

All Balcony and patio areas are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the Property and within the Unit, including balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. Gas and charcoal grills are not allowed on patios or balconies. Tenant further agrees that they will be solely responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule, whether by Tenant or its guests. Landlord reserves the right to remove and discard any items or rubbish stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire Unit unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the Tenants occupying said Unit.

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, Tenant may not remove such blinds. If Tenant installs draperies over the blinds, any damage will be repaired at Tenant's expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a Unit, or displayed on the inside of Unit so as to be visible from the outside of Unit. Screens, if provided, must remain permanently in place at all times and should never be removed.

Damage to property, including, but not limited to, paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the Unit caused by leaving windows or doors open during inclement weather will be the responsibility of Tenant.

Any item coming off a patio or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Tenant understands that in the event that ANY items come off a balcony or window, due to any action by the Tenant or Tenant's guests, Tenant will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. In the event of abuse of the balcony or violation of this rule, Landlord reserves the right to secure the balcony door so that Tenant may not access the balcony.

**48. NO SOLICITATION OR DISTRIBUTION OF MATERIALS**

Tenant(s) may not distribute, post or hang any signs or notices in any portion of the Property, without written approval from Landlord. Solicitation shall not be permitted at the Property, either by Tenant or others.

**49. LOCKS AND KEYS**

Locks may not be changed or added by Tenant without prior written permission of Landlord. Locks must be left in place upon vacating the Unit. Landlord must have keys to all changed locks. All keys and, if applicable, gate cards, internet, television devices, equipment access devices and remotes must be returned to Landlord upon termination of occupancy, or Landlord may charge actual replacement costs plus a 15% administrative fee. Please refer to "Terms" page.

**50. NO SMOKING**

Smoking is strictly prohibited anywhere on the Property including, but not limited to, in the Unit, all amenity areas, and common areas (including the pool deck). Any Tenant found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Disabling smoke detectors is a default under this Lease.

**51. STAFF COMPLIANCE**

Tenants are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this Lease or by law, shall subject Tenant to an immediate fine of up to \$1,000 and/or eviction.

**52. PARTIES**

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the Property. Kegs are prohibited on the Property and within the Unit and on balconies. Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.

Landlord or its agents may make periodic inspections of Tenant's Unit in order to ascertain any physical problems and also to ensure that Landlord's property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and Tenants of Unit may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. Tenant(s) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the Landlord's discretion.



Tenant, on behalf of Tenant and Tenant's guests and invitees, agrees to use and occupy the Unit in strict accordance with all applicable laws, regulations and ordinances. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this Lease. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

**53. PLUMBING AND GARBAGE DISPOSAL**

Sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by Tenant.

Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event Landlord is called to fix a disposal and such materials are found therein, Landlord reserves the right to charge Tenant for the expense occurred.

**54. MAIL**

The mailbox is to be used jointly by all the Tenants assigned to Tenant's Unit. Packages may be received at the office. However, Landlord takes no responsibility for lost, damaged or stolen property left with the office. If Tenant decides to have packages dropped at the office, Tenant is doing so at Tenant's own risk. Landlord encourages all Tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. Landlord reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if Landlord is not comfortable accepting a particular package.

If the Postmaster serving the Apartment Property has instituted or begins instituting during this Lease "single drop delivery", Landlord will place Tenant's mail in the mail box, but assume no liability for mis-delivery, delays in delivery and/or failure of delivery.

**55. GUESTS / DELIVERIES**

Landlord acknowledges the right of Tenant to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than two consecutive 24-hour periods must receive written approval from Landlord. If Tenant violates this Section, Tenant will be charged a fee as set forth in the Terms for each night on which an unauthorized guest stays overnight (i.e., longer than two consecutive 24-hour periods) and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. Tenant will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this Lease.

Tenant's guests must abide by these RULES AND REGULATIONS. As host, Tenant is held accountable and is responsible for the conduct of Tenant's guests at all times. All guests entering the building must be registered through Landlord's guest registry system and have a valid photo ID on their person at all times.

Landlord will utilize Tenant's phone number and/or email address to verify guests in the guest registration system. Therefore, it is the responsibility of the Tenant to notify Landlord if there is a change in telephone number, email address, or general contact information. Landlord reserves the right to deny any guest access to the Property for any reason including non-payment of rent by Tenant.

No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from Tenant, and even with Tenant's prior written permission, Landlord shall have no obligation to provide a key to any such person.

Guests become the responsibility of Tenant once they enter the building. From the time the guest enters the building until he/she reaches an apartment, they are the guest of the Tenant who submitted their name to the guest registry system.

Tenant will be responsible for the cost of repairs for any and all damages caused, in whole or in part, by an excess number of people within the Unit. Tenant is responsible for the actions of Tenant's guests at all times while guests are on the Property or in any Unit. Landlord may exclude guests or others who, in Landlord's judgment, have been violating the law, violating this Lease or any property rules, or disturbing other Tenants, neighbors, visitors, or Landlord's representatives. Landlord may also exclude from any patio/balcony or anywhere on the Property a person who refuses to or cannot identify himself or herself as Tenant or Tenant's guest. Tenant's failure to comply with Landlord's request of exclusion of a guest will result in eviction of Tenant. Landlord reserves the right to limit the number of guests of permitted to enter the building.

**56. NOISE**

Tenant, members of Tenant's family, and guests shall at all times maintain order in Unit and at all places on the Property, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine Tenant, contact guarantors, or declare Tenant in violation of the Lease due to excessive noise and disturbances. Landlord and/or its agents on duty are the sole judge(s) of excessive volume rises, and reserve the right to enforce these rules.



Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to Landlord or Landlord's representative immediately. Tenant waives all rights to privacy when noise coming from Unit is so loud that Tenant is unable to hear Landlord knock. Landlord may enter unit to lower or eliminate noise Rises.

Tenant will be found in violation of this Lease and will be subject to fines and other disciplinary action if Landlord receives notice from the Police Department that noise Rises were excessive.

#### 57. COMMON AREAS

Tenant recognizes that the common area facilities, which may include such items as an Exercise Room, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "Facilities"), have been made available by Landlord to Tenant.

Policies for Facilities are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these Facilities and/or eviction.

Only the Tenant and the invited guests accompanied by Tenant may use the Facilities provided by Landlord. Facilities may be used by such persons only in strict compliance with the posted policies and procedures. From time to time supplemental rules and regulations may be adopted by Landlord with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to Tenants.

Neither Tenant nor Tenant's guests may use the Facilities, parking lots or grounds in such a manner that interferes with the enjoyment of other Tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Use of common areas within the Property shall be governed by these RULES AND REGULATIONS and any Policies posted in the Facilities. Facilities shall be used at the risk of Tenant and Tenant's family and guests. No guest shall be permitted within the Facilities unless Tenant is also present. Tenant indemnifies Landlord and holds Landlord harmless against all claims for personal injury sustained by Tenant and Tenant's family and/or guests in their use and enjoyment of the Facilities. Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the Property.

In order to use Facilities, Tenant agrees that:

- a. Tenant shall not permit any guests to use Facilities without Tenant present
- b. Tenant shall use Facilities in a prudent manner, consistent with the customary use of the Facilities.
- c. Tenant shall not use Facilities in a manner which is offensive or dangerous to Tenant or any users of Facilities.
- d. Tenant will follow policies as established by Landlord in connection with the operation of Facilities.
- e. Landlord shall have the right to discontinue providing any or all Facilities at any time and for any reason.
- f. Landlord does not provide attendants or supervision of any kind for Facilities.
- g. Landlord has made no representation (i) that Landlord's representatives have any expertise in the operation of Facilities, (ii) that Facilities are fit for any particular purpose or (iii) as to the physical condition and operation of Facilities
- h. Use of Facilities by Tenant shall be wholly at Tenant's own risk.

Landlord reserves the right to prohibit use of Facilities to any individual that Landlord, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized pets are not allowed within the Facilities or Unit at any time for any reason. A fine as set forth in the Terms will be assessed to Tenant for any violation of this policy by Tenant or Tenant's guest; payment of any such fine shall not relieve Tenant of Tenant's obligation to remove the unauthorized pet from the property.

In connection with Tenant's use of Facilities, Tenant is responsible for payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's guests (which are prohibited from using Facilities); and

Tenant may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

#### 58. POOL/SPA/OUTDOOR RECREATION AREA USE

If an pool/spa/outdoor recreation area is provided, Landlord shall (in its sole discretion) have the right to require Tenants and Tenant's guests to wear Landlord-issued wristbands while in these areas at such times as Landlord requires. If Landlord so requires, Tenants will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband may be required to leave these areas and may be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the pool/spa/outdoor recreation area. Individuals caught smoking or possessing glass will be subject to an immediate fine as set forth in the Terms and will be required to leave these areas. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

#### 59. FITNESS FACILITY





If a fitness or activity facility (including, without limitation and by way of example only, a fitness room, bowling alley, climbing wall, pool, boxing ring, billiards room, etc.) (each, a "Fitness Facility") is provided, you understand that the use of the Fitness Facility at the Premises and its equipment is solely at your own risk. To the extent permitted by law, neither Owner, not Manager, or any of its employees (collectively the "Owner Parties" assumes any liability for injuries you, or your guests may sustain from use of the Facility or equipment. You expressly acknowledge that there are certain dangers and risks inherent in the use of exercise facilities, which may result from accidents, negligence, the use of equipment, exercise or other activities, or due to your physical condition. You expressly acknowledge that you voluntarily assume sole risk for any and all dangers, illnesses, damages, personal injuries and death that may result while using the Fitness Facility and/or while participating in exercise with or without instruction. You represent that you understand the potential risk to one's health while exercising and/or using the Fitness activity, which may include severe injury or death.

Rules may be posted at the Fitness Facility and you agree to follow any additional rules posted. You should consult a physician before using any fitness equipment. We urge you to be considerate of others and wipe down equipment after its use. You agree to report any damaged or broken equipment to the management office immediately, so that the equipment may be placed "Out Of Service" until repairs have been made. You will not attempt to make any repairs to the equipment yourself. You understand that the use of these facilities is a privilege that may be revoked if I abuse the equipment or guidelines. By utilizing any equipment in a Fitness Facility or by being present in a Fitness Facility, you will be deemed to have represented and warranted that you fully understand all risks normally associated with participation or presence in such Fitness Facility or activity and fully indemnify and release Landlord from any and all injuries and damages caused to you. You agree that you may not enter any Fitness Facility without Landlord's prior consent, that you will not allow anyone to access a Fitness Facility unless that person has received Landlord's consent, and that Landlord reserves the right to deny access to any Fitness Facility to any Tenant or other person whom Landlord judges to be a risk to the safety of any person or equipment located therein.

#### 60. **FIRE SAFETY**

Immediately call 911 in the event of a fire emergency.

Landlord shall furnish smoke detectors in good working order, when Tenant first takes possession. Tenant must immediately report smoke detector malfunctions to Landlord. Neither Tenant nor others may disable smoke detectors. If Tenant disconnects or intentionally damages the smoke detector or does not replace batteries as needed, Tenant may be liable to Landlord for necessary damages as stated in state statutes. If Tenant disables or damages the smoke detector or fails to report malfunctions to Landlord, Tenant will be liable to Landlord and others for any loss, damage, or fines from fire, smoke, or water. Tenant is responsible for the cost of battery replacement for the smoke detectors.

Tenant agrees:

- a. to notify Landlord immediately through Landlord's EMS if Tenant perceives there to be any problem, defect, malfunction or failure with the smoke detectors in Unit
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed
- c. that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s)
- d. that Tenant assumes 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 detector(s). This responsibility will exist even if 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 the smoke detector(s)
- e. that Landlord is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences

If Tenant's Unit contains an overhead sprinkler system, Tenant must take care not to intentionally or unintentionally trigger the overhead sprinkler system in Tenant's Unit. Tenant may not hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any damage that occurs as a result of such situations. Tenant will be responsible for any and all damages to the Unit, other units, and the Property resulting from Tenant's triggering of the sprinkler system through carelessness, negligence, or misconduct.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within Unit or any area of the Property. Neither Landlord nor Management Company will be responsible for any damage resulting from the use of such items.

#### 61. **WEAPONS**

Possession of any weapon (or ammunition) is prohibited unless Tenant is required by law to possess it, in which case Tenant must disclose to Landlord in advance both:

1. The law obligating Tenant to possess, and
2. A detailed description of any such weapon.

This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

**62. HARASSMENT**

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors may lead to disciplinary action as determined by Landlord in its reasonable discretion, leading up to and including fines or eviction.

**63. PHOTOGRAPHS**

Tenant hereby gives Landlord permission to take photographs during Landlord hosted functions or activities which may then be used for the Property newsletter, bulletin board, website, social media, or other publications for marketing purposes.

**64. DRUG POLICY**

Tenant, and all guests or invitees of Tenant, shall not engage in the illegal possession, manufacture, purchase, sale, use, or distribution of drugs or controlled substances (or related paraphernalia) in the Unit or elsewhere on the Property or Premises. Violation of this provision shall be deemed a material violation of the Lease and constitute good cause for immediate remedial action by Landlord in Landlord's sole discretion, leading up to and including (without limitation) fines and the institution of eviction proceedings.

**65. OFAC COMPLIANCE**

(a) Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned (whether directly or indirectly) by any Embargoed Person (as hereinafter defined); (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant shall be prohibited by law or that the Lease is in violation of law; and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that any investment in or payment made to Tenant shall be prohibited by law or that Tenant shall be in violation of law.

(b) Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (ii) to immediately notify Landlord in writing if any of the representations, warranties, or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached; (iii) to not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease; and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

**66. COUNTERPART SIGNATURES**

This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

67. The following notice is required by Minn. Stat. § 504B.305: A seizure under § 609.5317, Subd. 1, for which there is not a defense under § 609.5317, Subd. 3, constitutes unlawful detention by Tenant.

16 *Macy J White*34 *Dathan Ralston*



### Crime Free Lease Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis.
2. Tenant shall not engage in any act intended to facilitate criminal activity.
3. Tenant shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, and member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.
5. **VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood that single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
7. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Landlord and Tenant.

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**TERMS AND CONDITIONS (the "TERMS")**

Tenant acknowledges that the following Terms apply to, and are a part of, the foregoing Lease at Identity Dinkytown:

**UNIT DETAILS**

Furnished	Yes
Washer/Dryer included	Yes

**FEES**

Type of Fee/Charge	Amount of Fee/Charge Payable by Tenant to Landlord
Security Deposit (If applicable)	[\$ amount for SD; or "Not applicable" if no SD for property]
Room Reassignment or Transfer Fee (if granted by Landlord)	\$150.00
Renewal Transfer Fee (if transfer upon renewal is granted by Landlord)	\$150.00
Late Rent Charge	\$50.00 commencing on the fourth (4th) day of the month on which any installment payment of Rent was due, and an additional \$15.00 for each and every day thereafter (including any portion of a day) until Tenant's account is paid in full, up to a maximum of eight percent (8%) of the overdue Rent payment.
Returned Payment Charge	\$50.00
Administrative Fee for Landlord's Procurement of Liability Insurance for Tenant (If Applicable)	Up to \$15.00 per month
Violation of Trash/Refuse Rules	Up to \$50.00 per occurrence or per item
Re-Letting Fee (if re-letting is granted by Landlord)	\$350.00
Unauthorized Guest Fine (more than two consecutive 24-hour periods)	\$50.00 per day
Unauthorized Pet Fine	\$500.00
Fine for smoking or possession of glass in outdoor recreation area	\$250.00
Request for authorized personnel to unlock unit/bedroom	\$20.00
Replacement key FOB	\$75.00
Replacement Bedroom key	\$50.00
Replacement Mailbox key	\$30.00
Replacement Gate Remote (If applicable)	\$75.00
If key FOB is not returned to Landlord	\$75.00
Request for Locks to be Changed	\$75.00
Utility Billing Administration Fee	\$6.00/ month or \$72.00 annually

**UTILITIES**

How Electric Charges are Calculated:

Resident will pay for electric charges in the following manner: The monthly electric bill from the utility provider will remain in Landlord's name, and shall be divided evenly among all occupants in the unit, and presented to Resident by Landlord's third party billing provider. Resident's pro-rata share of such charges shall be billed monthly as a separate charge and considered Additional Rent. Resident agrees that Owner may estimate any and all utility charges upon Resident's move-out (or at any other time) and such amounts shall be deemed final

	Provided by Landlord		Not Provided	Monthly Cap per Tenant
	Included in Rent	Paid by Tenant	Setup and Paid by Tenant	
Electricity		x		
Water	X			
Sewer	X			
Gas	X			
Trash	X			
Internet	X			
Cable	x			

**PAYMENT OF RENT:**

Each and every payment of Rent, including all installment payments, shall be made payable to Identity Dinkytown at the following address: 405 15<sup>th</sup> Ave SE, Minneapolis, MN 55414

# Identity Dinkytown - Lease - Primary Agreement

## Signature Details

	<b>Signer</b>	<b>IP Address</b>	<b>Date Signed</b>
1	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
2	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
3	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
4	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
5	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
6	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
7	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
8	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
9	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
10	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
11	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
12	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
13	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
14	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
15	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
16	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
17	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
18	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:10 PM
19	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM

20	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
21	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
22	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
23	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
24	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
25	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
26	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
27	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
28	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
29	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
30	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
31	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
32	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
33	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
34	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
35	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM
36	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:07 PM

## Special Notification of Contractual Obligation & No-Show Policy Identity Dinkytown

10/28/2022

Dear Macy J White:

We want to thank you for choosing Identity Dinkytown as your home for the upcoming academic year. We are committed to ensuring your home is an incredible place to live, study, and enjoy your academic and collegiate experience.

**You are currently signing a legally binding contract.** This is an enforceable lease agreement that you are responsible for upon completing this lease signing process. However, we know that sometimes things change in your life and want to ensure you know your options in the event that you do not intend to move in.

- **If your plans change, you should always communicate with us to ensure we know.** Please do not think that avoiding our calls, texts, or emails is the best method. Being honest and direct is the best way. We want to help if we can. We certainly cannot if we do not know you don't plan to move in.
- **Re-letting: You can attempt to re-let your lease to someone else.** You are responsible for finding someone to take over your lease, and the new person must sign a lease with us before you will be let out of your lease. We may have the right to charge you a re-let charge according to the terms of your lease.

### No-Show Policy:

- **If you do not move in at the start of your lease, you will be responsible for the full amount for the entire term.** Notifying us of your intentions not to move in does not remove your obligation. You must find a re-let (and, if applicable, pay the re-let charge) to be let out of your lease.
- **If you do not re-let your lease and do not move in: Your account, along with any/all guarantors, may be sent to collections.** The collections agency will attempt to collect the debt owed. This may cause a long-lasting negative impact on your credit report and credit history.

Thank you again for choosing Identity Dinkytown. Please let us know at **(612) 778-9884** or **info@identitydinkytown.com** if you have any questions or your plans change at any time. Please note that this notification is merely a summary of certain terms of your lease, and this notification is in all ways subject to the terms of your lease.

Sincerely,

The Identity Dinkytown Management Team  
(612) 778-9884  
info@identitydinkytown.com

<sup>1</sup> Macy J White      <sup>2</sup> Dathan Ralston

# CA - Addendum - Contract Obligation

## Signature Details

	<b>Signer</b>	<b>IP Address</b>	<b>Date Signed</b>
<b>1</b>	<b>Macy J White</b> Primary (15614738)	107.122.93.58	10/29/2022 07:45:09 PM
<b>2</b>	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:10 PM



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# EXHIBIT A-2



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**TENANT LEASE AGREEMENT**  
**BASIC TERMS:**

**DATE OF LEASE:** 10/29/2022

**Landlord:** CA Student Living Dinkytown II, LLC  
**Property Manager:** Landlord

**Tenant:** Mckenna M Nagy

Landlord and Tenant enter into and accept this Lease Agreement (the "Lease"), pursuant to which Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, that portion of the residential unit at the Property specified below (the "Unit"), on the following Conditions:

This Lease has individual Rent responsibility. This means that the individual Tenant named above is responsible for payment of the full amount of Rent and all fees and deposits stated below. However, Tenant is jointly responsible – along with all other tenants in the Unit – for the other obligations under this Lease, including obligations concerning treatment of and care of the Unit and all furnishings.

**PROPERTY:**

Landlord agrees to rent to Tenant the following Unit at:

- a. Apartment Property: Identity Dinkytown
- b. Unit: Tenant's specific Building, Unit and Bedroom will be assigned to Tenant by Landlord prior to the beginning of the TERM listed in the Basic Terms
- c. ADDRESS OF Unit: 405 15<sup>th</sup> Ave SE, Minneapolis, MN 55414
- d. Desired Unit & Bedroom Description: 3x3 Private Unit: 253-C

**TERM:** "Starting Date" of Lease Term: 08/27/2023 "Ending Date" of Lease Term: 08/12/2024

- a. The term of this Lease shall commence at 12:00 p.m. on the Starting Date and shall end at 8 a.m. on the Ending Date. This period is referred to as the "Term."

**FEES:** In addition to paying Rent, Tenant agrees to pay Landlord the following NONREFUNDABLE fee(s):

- a. Application Fee: \$50.00 (The Application Fee is not refundable for any reason, other than those reasons listed under Minn. Stat. 504B.173 Subd. 2.)
- b. Redecorating Fee: \$ 150.00 (The Redecorating Fee is not refundable for any reason)

**RENT:** The Base Rent, and any additional fees or charges payable by the Tenant will be referred to as "Rent". The Total Rent due for this lease Term is \$14628 and Rent will be due and payable in 12 equal installments, without offset or deduction, and Tenant agrees to pay Rent as outlined below.

DUE DATE (ON THE FIRST OF):	INSTALLMENT AMOUNT:
August 2023	\$1219.00
September 2023	\$1219.00
October 2023	\$1219.00
November 2023	\$1219.00
December 2023	\$1219.00
January 2024	\$1219.00
February 2024	\$1219.00
March 2024	\$1219.00
April 2024	\$1219.00
May 2024	\$1219.00
June 2024	\$1219.00
July 2024	\$1219.00
August 2024	\$0.00

**ADDITIONAL TERMS AND AGREEMENTS:** Additional Terms and Agreements, as well as Exhibits, are attached as subsequent pages to this Lease. This Lease consists of these Basic Terms, the Additional Terms and Agreements, and the Exhibits.

**SIGNATURES AND ACCEPTANCE OF CONTRACT:** This Lease and any addenda may be signed in counterpart signatures. The Lease application is incorporated into and deemed a part of the Lease. If there are any conflicts between this Lease and the application, then this Lease shall control. Landlord and Tenant agree to each and every term and condition in this Lease.

**Minnesota Statutes § 504B.181.** Pursuant to Minnesota Statutes, Section 504B.181, Subd. (2)(b) and Section 504B.275, Landlord hereby notifies Tenant that a Landlord and Tenant Handbook prepared by the Minnesota Attorney General's office is available at <https://www.ag.state.mn.us/Consumer/Handbooks/LT/default.asp>

**TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT BY**

<sup>1</sup> Mckenna M Nagy      <sup>19</sup> Dathan Ralston



**SIGNING BELOW, TENANT INTENDS FOR THIS LEASE TO CONSTITUTE (AND THIS LEASE DOES CONSTITUTE) A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT, AND TENANT ACKNOWLEDGES RECEIPT OF A TRUE, COMPLETE AND CORRECT COPY OF THIS LEASE.**

**ADDITIONAL TERMS AND AGREEMENTS AND EXHIBITS FOLLOW THIS PAGE**

**ADDITIONAL TERMS AND AGREEMENTS:**

**1. PROPERTY AND OCCUPANTS**

The "Property" is defined as including each of the following:

- a. Tenant's use of a Bedroom in a Unit in the Apartment Property
- b. Tenant's shared use of the Common Areas in the Unit and the Apartment Property (for purposes of this Lease, "Common Areas" are those areas within the Unit to which Tenant has access without going into another Bedroom and, within the Apartment Property, those areas to which all Tenants have general access)
- c. Tenant's use of all appliances and furniture within the Common Areas of the Unit
- d. If Bedroom or Unit is furnished: Tenant's sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of Tenant's furniture within Tenant's Bedroom
- e. Tenant's shared use of the mailbox assigned to Tenant by the Landlord

Landlord has the right to relocate Tenant to another bedroom and/or Unit of comparable floor plan style, bedroom type and level, if available, within the Apartment Property. In the event that Landlord must relocate Tenant, Landlord agrees to exercise best commercial efforts to relocate Tenant to a comparable Bedroom and/or Unit. Tenant acknowledges and agrees that Landlord cannot guarantee that Landlord will relocate Tenant to a comparable Bedroom or Unit type. In the event Tenant is relocated to a different Unit type with lower market rent, the Rent will be modified to the market rent for such Unit type at the Building.

Tenant hereby acknowledges that roommate compatibility is the sole and exclusive responsibility of Tenant. In the event Tenant requests a room reassignment, Landlord will use reasonable efforts, but is under no obligation, to accommodate the request. All requests for room reassignment must be provided to Landlord in writing on the forms provided by Landlord. In the event that Tenant's request for a room reassignment is accommodated, Tenant will be responsible for a reassignment charge as set forth on the attached Terms and Conditions page (the "Terms"), which is hereby incorporated into and made a part of this Lease.

**2. UP-FRONT FEES**

Unless otherwise indicated on the Terms page, no "Fee" described on the first page of this Lease is a "security deposit" or any other type of deposit, no such fee is refundable for any reason, and no interest will be payable thereon. There is no security deposit required in connection with this Lease, unless indicated on the Terms page. Any major damage to the Unit beyond ordinary wear and tear (including, without limitation, large holes in walls, broken or damaged fixtures or appliances, or tears/cracks or other significant damage to flooring) may subject Tenant to additional financial obligations to Landlord that survive the Term of this Lease, such obligations being understood and accepted by Tenant. Notwithstanding anything herein to the contrary, Tenant expressly and unequivocally acknowledges that Tenant is bound by all the conditions and obligations of use of the Unit that are imposed by this Lease, including its Addendums and the applicable Rules and Regulations, and that Tenant will not engage in (or permit any invitees or guests of Tenant to engage in) conduct that might reasonably be expected to cause damage to the Unit.

**3. RENT**

Tenant must pay Tenant's Rent on or before the 1<sup>st</sup> day of each month ("Due Date").

- a. If Tenant fails to pay all Rent before the end of the day (11:59 p.m.) on the 3<sup>rd</sup> day of each month, Tenant will be obligated to pay a late charge as set forth in the Terms. If Tenant does not pay Rent on or before the Due Date, Tenant will be in Default, and all remedies under state law and this Lease will be available to Landlord.
- b. Tenant must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional Rent and lockout fees before the current Rent is credited.
- c. Tenant may not pay Rent in cash or by personal check. Tenant must pay Rent by money order, certified funds, online payment, electronic payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Tenant a receipt for rental payments made by money order. Landlord may, at Landlord's option, require at any time that Tenant pay all Rent and other sums in certified or cashier's check or money order.
- d. Any accord, satisfaction, conditions or limitations noted by Tenant on or in any rental payment shall be null and void.
- e. Tenant is liable for all costs or charges associated with Landlord having to provide special services (unless required by law) to Tenant or at Tenant's request and for all fees or fines as described in Rules and Regulations.

Rent payments are to be made payable to Landlord at the address listed in the Terms.



**4. RETURNED PAYMENTS**

If Tenant's payment is returned for any reason, including denial of payment, Tenant:

- a. must pay a returned payment charge as set forth in the Terms as Additional Rent for each and every payment that is returned or denied
- b. will be responsible for any late Rent charges retroactive to the due date listed in Paragraph 3 and Basic Terms
- c. will be in violation of the Lease for failing to pay the Rent on time, unless the fee and any late Rent charges are paid within the notice requirements of local law

If during the Term of this Lease two (2) of Tenant's payments are returned or denied to Landlord, Landlord will require that all Rent and other sums due and owing from Tenant be made payable to Landlord in either certified or cashier's check or money order.

**5. DEFAULT CONDITIONS OF LEASE ("DEFAULT") BY TENANT**

Tenant is found in Default of this Lease if Tenant does any one or more of the following:

- a. fails to pay Rent or Additional Rent when it is due
- b. does anything which is not permitted by this Lease
- c. fails to do anything which is required by this Lease
- d. gives Landlord false information, including information or signatures on Tenant's or the Guarantor's/Co-signers rental application, on the Lease or on the Guarantor Agreement
- e. fails to pay in timely manner, disconnects or shuts-off any of the utilities which are payable by Tenant or the other Tenants of the Unit
- f. Tenant fails to pay any fine within 3 days after it is levied in accordance with this Lease or the Rules and Regulations
- g. Tenant "Abandons" the Unit
- h. Tenant "Terminates" (as defined below) the Lease prior to the end of its Term
- i. fails to provide a Guarantor or other form of security as Landlord may require in its sole and exclusive determination

Tenant will be deemed to have Abandoned the Unit when all of the following have occurred: (1) everybody appears to have moved out in Landlord's reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment; (3) Tenant has been in Default for non-payment of Rent for 5 consecutive days, or water, gas, or electric service for the Unit not connected in Landlord's name have been Terminated or transferred; and (4) Tenant has not responded for 2 days to Landlord's notice left on the outside of the main entry door stating that Landlord considers the Unit Abandoned. A Unit is also deemed to be "Abandoned" 10 days after the death of a sole Tenant.

If Tenant Abandons the Unit, Landlord may take possession of the Unit and its contents without further notice. Except as otherwise provided by state or local law, Landlord may dispose of the contents and re-rent the Unit without obligation to Tenant. Tenant must pay the cost for removal and other associated costs.

Tenant shall be deemed to have "Terminated" this Lease if Tenant:

- a. fails to move in or to give written move-out notice.
- b. moves out without paying Rent in full for the entire Lease Term.
- c. moves out at Landlord's demand because of Tenant's Default.
- d. is judicially evicted.

**6. ACCELERATION.**

All monthly Rent for the rest of the Lease contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if Tenant is evicted from the Unit, Abandons the Unit, or Terminates the Lease as provided in Section 5.

**7. OTHER REMEDIES**

In addition to all of Landlord's other rights and remedies under state and local law and this Lease, Landlord may report unpaid amounts to credit agencies. If Tenant Defaults and moves out early, Tenant will pay Landlord any amounts stated to be rental amounts in Basic Terms and Paragraph 3, in addition to other sums due. Upon Tenant's Default, Landlord reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are not liquidated damages, but are for Landlord's time, inconvenience, and overhead in collecting late Rent (but are not for attorney's fees and litigation costs). Tenant must pay Landlord's attorney's fees and litigation costs. Tenant must pay all collection-agency fees if Tenant fails to pay all sums due within 10 days after the Landlord mails the Tenant a letter demanding payment and stating that collection agency fees will be added if Tenant fails to pay all sums by that deadline. Landlord may accelerate Rent – see Paragraph 6.

**8. LEASE GUARANTEE**

Landlord reserves the right to require Tenant to provide Landlord a Guarantee executed by a qualified Guarantor acceptable to Landlord, in its sole and absolute discretion. The Guarantee for each Tenant, if requested by Landlord, should be delivered to Landlord promptly after Landlord's request, and Landlord reserves the right to Terminate this Lease at any time, in its sole discretion, if Tenant does not provide the Guarantee to Landlord within seven (7) days of Landlord's request. If Tenant does not meet residential rental criteria and is unable to provide an executed Guarantee acceptable to Landlord within the seven-day period, Landlord reserves the right to request (at Landlord's sole discretion) other financial assurance, which may include an accelerated Rent prepayment agreement.

Tenant will not be allowed to move-in without a complete Lease file including the Guarantee or other financial assurance (if requested), unless Landlord agrees otherwise in advance in writing. Notwithstanding the foregoing sentence, any failure by Tenant to provide a signed



Guarantee form or other financial assurance (if requested) shall not relieve Tenant of the obligation to make all Rent and other payments due under the Lease for the entire Term.

**9. INSURANCE REQUIREMENT**

Tenant shall maintain, for the duration of the Term of the Lease and any subsequent renewal, renter's liability insurance issued to Tenant by an authorized insurance company with a coverage limit of not less than One Hundred Thousand Dollars (\$100,000) per occurrence, that expressly identifies the Landlord as an "additional insured" or "loss payee", and provides coverage for any and all damage to the Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of Tenant, any other person residing in the Unit, or any other persons on the premises with Tenant's consent. Prior to Tenant's occupancy of the Unit and at the inception of each lease renewal period, Tenant shall provide the Landlord with a copy of the policy or other evidence of such renter's liability insurance coverage in effect. Tenant will be in material breach of this Lease if Tenant fails to comply with the requirements of this paragraph.

If Tenant fails prior to Tenant taking occupancy of the Unit or during the Term of this Lease or any renewal hereof to provide such evidence of renter's liability insurance coverage in effect to the Landlord, in addition to any other remedies available to the Landlord for breach of this Lease by the Tenant, Tenant agrees to pay \$12.95 per month to Landlord as consideration for Landlord's cost to procure supplemental property and/or casualty coverage that provides coverage to Landlord equivalent to the Tenant renter's liability insurance requirements of this Lease. Tenant agrees to this cost in addition to all other obligations in the Lease. Tenant also agrees that the charge described in this paragraph will be considered Additional Rent for purposes of the Lease. The supplemental coverage procured by Landlord as described in this paragraph shall be primarily for Landlord's benefit to provide coverage for any and all damage to the Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of Tenant, any other person residing in the Unit, or any other persons on the premises with Tenant's consent. Tenant acknowledges that it will not be a coinsured or beneficiary of such Landlord's supplemental insurance coverage.

Tenant acknowledges that Landlord's property and liability insurance, including such supplemental insurance coverage as described in the preceding paragraph, may not provide coverage to Tenant, Tenant's guests or any occupants against loss or damage to their personal property or belongings, or cover Tenant's liability for loss or damage caused by Tenant's actions or those of any occupant of the dwelling or any guest. Landlord's insurance DOES NOT protect Tenant against loss or damage to Tenant's personal property or belongings. Tenant understands that failure to maintain a renter's liability insurance policy may cause Tenant to be otherwise personally liable to Landlord and others for loss or damage caused by Tenant's actions or those of any occupant or guest in the Unit.

Tenant shall bear the risk of loss of any and all of Tenant's personal property whether located in the Unit, garage/carport, designated storage areas or anywhere on the Residential Community. Tenant agrees not to hold Landlord, its agents and/or employees liable in any manner for or on account of any loss or damages to Tenant's personal property sustained by reason of the acts or omissions of Tenant, third parties other than Landlord or Landlord's agents, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Tenant understands and agrees that Tenant's guests are not beneficiaries or co-insureds of any insurance policies held by Landlord. Per the requirements of this Lease, it is the intent of Tenant and Landlord that, as the law permits, Tenant will consider Landlord an additional insured under Tenant's renter's liability insurance and will not hold Landlord liable for claims regarding damage or injury normally covered by Renter's liability insurance, and Tenant will look solely to Tenant's required renter's liability insurance to compensate for any such damage or injury..

**10. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE**

Tenant expressly and unequivocally agrees to be liable to the Landlord and/or the Landlord's insurer in tort for damage to the Unit and the Property, including, but not limited to, fire and water damage caused by Tenant's conduct, or the conduct of Tenant's occupants, guest, licensees, invitees or agents. Tenant agrees to comply in all respects with any policy of insurance covering said Unit and the Property or contents so as not to cause an increase in premium or void any insurance policy.

Tenant agrees that Tenant is responsible for all of the following:

- a. All personal property of Tenant and Tenant's family, guests or persons invited by Tenant in or on the Property, including automobiles.
- b. Loss, damage, costs, injury or death caused by Tenant or Tenant's family, guests or persons invited by Tenant for the use of Tenant's property.
- c. Any claim due to acts or from any failure to act by Tenant or Tenant's family, guests or persons invited by Tenant.
- d. Payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's family, guests or persons invited by Tenant.

**11. LANDLORD UNABLE TO GIVE POSSESSION**

- a. Landlord shall not be liable to pay damages to Tenant if Landlord cannot give possession for reasons beyond Landlord's reasonable control.
- b. If Landlord is unable to give possession of the Unit to Tenant on the date when the Lease is to start, Rent will be abated on a daily basis during the delay. Tenant must pay Rent or Additional Rent for all days during an installment period on which Tenant has possession.
- c. Tenant may end the Lease if possession of the Unit is not given to Tenant within the later of (i) 90 days after the date the Lease begins and (ii) the maximum time period allowed by law (the "Non-Delivery Cancellation Date"). Tenant must give notice to Landlord in writing before the 6th day after the Non-Delivery Cancellation Date to end the Lease. The Lease will continue if Tenant does not timely give Landlord written notice that Tenant is ending Lease. All duties and obligations of Tenant under the Lease will remain in effect.



If Tenant believes that Landlord has violated this Lease, then prior to Tenant bringing any action against Landlord for such violation, Tenant must first give Landlord written notice of the nature of Landlord's claimed violation and allow Landlord 30 days to remedy it such claimed violation.

**12. ACCEPT CONDITION OF UNIT**

- a. Roommate compatibility is not guaranteed.
- b. Tenant accepts the Unit and Property in its present condition and designates it fit and habitable.
- c. Tenant shall complete a Move-in Condition Form and return it to Landlord management's office within 48 hours of taking possession of the Unit. As part of completing the Move-In Condition Form, Tenant must test all smoke detectors. Tenant hereby acknowledges that the purpose of the Move-In Condition Form is to document the condition of the Unit at the time the Term of the Lease commences.
- d. Tenant is responsible for keeping a copy of the Move-in Condition form signed by Landlord or Landlord's representative. If Landlord does not receive a Move-In Condition Form within the time given, Tenant shall be deemed to have acknowledged that there are no defects or damages. The Unit must be returned to Landlord in the same condition as it was provided, reasonable wear and tear excepted. Tenant is responsible for all damage to the Unit that occurs after acceptance, reasonable wear and tear excluded. Tenant acknowledges and agrees that having to paint a Unit one (1) year after it was painted is not considered reasonable wear and tear.

**13. USE**

- a. Only the Tenant listed on this Lease may live in the bedroom; however, Tenant acknowledges that the Unit may be occupied by another Tenant; provided the additional Tenant has an executed Lease or is listed in the Basic Terms of this Lease.
- b. No one other than Tenant may occupy the bedroom. Persons not listed above must not stay in the bedroom for more than 2 consecutive days without Landlord's prior written consent, and no more than twice that many days in any one month. Tenant hereby agrees that Landlord may share Tenant's name and contact information with Roommates prior to commencement of the lease term.
- c. If Tenant allows another person to occupy any unrented/vacant bed space in the Unit, Tenant will be responsible for the Rent for that bed space. Tenant will be responsible for all costs associated with returning the unrented/vacant bedroom to its original condition. If the Unit consists of more than one bedroom, Landlord has the right, when any bedroom within the Unit is unoccupied, to place a new Tenant in the unoccupied bedroom unless Tenant and all other Tenants in the Unit agree to pay Landlord, as part of Tenant's reserve Rent, the Rent due and other charges due for such unoccupied bedroom. The fact that Tenant and Tenant's roommates may be in conflict with each other will not result in any termination of this Lease.
- d. Tenant may not commit any act or allow any activity to occur on the Property, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations including, but not limited to, disabling smoke detectors or carbon monoxide detectors. Tenant may not use or allow the Property to be used for any disorderly or illegal purpose. The Unit may only be used as a private residence.
- e. Tenant may not store or allow any hazardous, flammable or toxic substances in or on the Property. Tenant may not do or allow any behavior in the Property which is a nuisance or which creates a risk of injury, loss or damage. Tenant may not engage in or allow any activity, which increases the costs of insurance or the Landlord's ability to either acquire or keep insurance coverage on the Property.
- f. If Tenant permits another person to live in the Unit or provides access or a key to a person not named on this Lease, it shall be a Default under the Lease and Landlord may exercise any of its remedies hereunder.

**14. APPLIANCES AND FURNITURE**

- a. If the property is furnished, as shown on the Terms page, then Landlord will provide (in its discretion) some or all of the following furniture and appliances in the Units: Refrigerator/Freezer, Dishwasher, Range/Oven, Garbage Disposal, Microwave, Flat Panel Television(s), Coffee Table, Bar Stools, Mattress and Bed frame, Desk, Desk Chair, and Couch. The actual furniture and appliances provided may vary based on unit and floor plan type.
- b. Landlord will repair or replace non-working appliances.
- c. Tenant assumes full responsibility for items furnished by Landlord and agrees to return them to Landlord at the expiration of the Lease Term in as good condition as when Tenant received them, reasonable wear and tear excepted. Tenant shall not remove any of Landlord's furniture, fixtures or appliances from the room they were in on the Start Date of this Lease without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall return all furniture, fixtures and appliances to their original positions prior to vacating the Bedroom or Unit. Tenant shall not remove Landlord's furniture, fixtures, and/or appliances from the Unit for any reason. Tenant shall be responsible for all loss, breakage, or other damage to furnishings and appliances.

**15. LAUNDRY FACILITIES**

Individual Washers and Dryers may be included in each Unit; See Terms. If provided, Tenant is required to clean lint trap after each dryer use to prevent fire.

**16. UTILITIES**

- a. Landlord shall supply and pay for certain utilities. The utilities provided by the Landlord are shown in the Terms. If trash removal is provided by Landlord, it is provided only at specific locations throughout the Property (this does NOT constitute door-to-door trash pickup). If cable and internet service is provided for the Unit, service will be provided by the Landlord through an arrangement with an outsourced service provider.
- b. Tenant agrees to use utilities in a careful and conservative manner.
- c. In addition to the obligation to pay Rent, Tenant is responsible for certain monthly utility charges as outlined in the Terms.
- d. Certain utilities provided by Landlord may have a monthly conservation cap in dollars per Tenant. Caps, if applicable, are outlined in the Terms.
- e. If electricity is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.
- f. If water or sewer is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.



g. If gas is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.

Landlord reserves the right to estimate any and all utility charges upon Tenant's move-out (or at any other time) and such amounts shall be deemed final. Landlord also reserves the right to contract with a third-party billing service to calculate or bill Tenant for any utilities that are Tenant's obligation to pay hereunder, and in the event Landlord does so, Tenant agrees to pay a reasonable fee for such services, as such fee may be determined from time to time. Without limitation upon the foregoing, Landlord has engaged Conservice Utility Management and Billing, a third-party billing provider, to bill Tenant for utilities and related taxes and fees. Tenant acknowledges that the billing provider is not a public utility. Landlord reserves the right to bill Tenant a fee which represents the costs of administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by Landlord and Conservice during the Term of this Lease, and Tenant agrees to pay such fee as it may be charged by Landlord from time to time, see Terms page.

If Landlord does not provide electricity and Tenant is required to establish an account with the local utility provider, Tenant shall do so promptly in the Tenant's name. Tenant shall ensure that the start date for each such account is the Tenant's move-in date. If Tenant fails to comply with the conditions of this paragraph and Landlord is subsequently charged with utility charges attributable to Tenant's occupancy of the unit, then Tenant shall be issued (and shall pay) a bill for such services by Landlord or the billing provider, which shall include a service charge in the amount of \$5 per month. Such service charge is used to compensate Landlord for Tenant's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third-party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Tenant and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.

#### 17. **INTERNET & TELEVISION SERVICE**

If Landlord is providing internet and/or cable service to Tenants, service is subject to Network Access, Acceptable Use and performance level terms (see below). If Tenants want additional television channels, voice service or additional internet capacity, they will be at Tenants' expense and Tenants must make arrangements through the Landlord-approved provider. These additional services not paid by Landlord must remain on and paid for by Tenants, in Tenants' names, through their contracted ending date regardless of whether Tenants have moved out.

Landlord shall not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. Tenants hereby release Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

##### **Network Access**

Tenant may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Tenants may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the Tenant's computer operating system or any other feature will be the responsibility of the Tenant to resolve. Landlord is not be responsible for software issues related to the user's personal computer.

##### **Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized, including, but not limited to, postal and electronic message systems. Sharing access to copyrighted material on the network is prohibited. Be advised that Landlord and Landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Landlord and Landlord approved-provider strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

##### **Performance Rises**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but commercially reasonable efforts will be made to ensure the highest possible quality of service is delivered. Tenant understands that any content that Tenant may access may be subjected to "caching." Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

#### 18. **TRASH REMOVAL**

Trash must be disposed of in accordance with the directions of the Landlord as relayed from time to time. All trash must be deposited in appropriate receptacles and removed as it accumulates in the Unit, Common Areas, and the Property. Trash may not be kept in closets, hallways, basements, or other portions of the Unit, Common Areas, or the Property. Tenant must exercise reasonable consideration and care so that Tenant promptly and neatly dispose of all trash in a way that minimizes disruption, nuisance, noxious odors, and disturbances to other



residents in the Property.

Additionally, Tenant may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony. If Tenant violates local ordinances for removal of trash/recycling and Landlord is fined, Tenant must pay the fine and any costs incurred by Landlord as a result of the Tenant's actions.

Violation of this Paragraph shall subject Tenant to a reasonable fine levied by Landlord in its sole discretion as set forth in the Terms.

**19. ANIMALS**

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the Property unless authorized by Landlord in advance in writing. Except as expressly provided below, if Landlord allows an animal, Tenant must sign a separate Animal Addendum and pay an animal fee.

Any animal shall be the full responsibility of Tenant. Tenant must be consistently in control of the animal. If the animal is not under control or poses a risk to the health or safety of others, Tenant may be asked to remove the animal. Failure to do so shall constitute a Default under this Lease.

All animals, including service or therapy animals, must be harnessed, leashed or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents these devices.

Tenant is responsible for removing or arranging the removal of the animal's waste. This will result in placing the waste in a closed container and then removing the container to an outdoor trash bin.

All animals must be licensed and must display a license or its card at all times.

All animals must have an animal clean bill of health (including vaccinations and immunity shots against rabies) administered by a licensed veterinarian.

A request to have a therapy animal is considered a request for an accommodation. All such requests must be made with at least 30 days' written notice and will be reviewed on a case-by-case basis. Individuals making such requests must establish that they experience a documented disability and that the animal is indeed providing essential therapeutic benefit related to the documented disability.

Landlord will authorize a therapy animal or an emotional support animal after first receiving a written affidavit from a qualified health care professional verifying the Tenant's disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a direct threat to the safety of other occupants of the Property. In such situation Landlord will not require an animal deposit and/or fee. If Tenant knows he/she will require a therapy animal or emotional support animal prior to or at the time of Lease signing, he/she must give 30 days prior written notice to Landlord requesting the accommodation. Landlord reserves the right to deny the accommodation or file for eviction of the Tenant.

Tenant must not feed stray or wild animals.

If Landlord consents to Tenant having a non-therapy animal and/or non-emotional support animal, Landlord will require Tenant to pay an animal security deposit as set forth in the Terms and execute an Animal Addendum. The animal security deposit must be paid at the time the Animal Addendum is signed. If Tenant or any guest violates the pet restrictions (with or without Tenant's knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Unit at any time during the Tenant's term of occupancy (with or without Landlord's consent), Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit. Initial and daily animal-violation charges and animal-removal charges are damages for Landlord's time and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Landlord may remove an unauthorized animal by leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal. Landlord will turn the animal over to a humane society or local authority. Landlord won't be liable for loss, harm, sickness, or death of the animal. Tenant must pay for the animal's reasonable care and kenneling charges. Landlord has no lien on the animal for any purpose. For Tenants with authorized service animals, Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit, if Landlord deems necessary, after the Tenant vacates the Unit after tenancy.

**20. UNAUTHORIZED VEHICLES**

- a. Tenant may not park any vehicle on the Property unless Landlord and Tenant have agreed in writing to allow tenant to park a vehicle on the Property.
- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Property at any time.
- c. Tenant may not wash or clean automobiles or make repairs to automobiles on the Property.
- d. Landlord may tow, at Tenant's expense, any vehicle determined by Landlord to have been Abandoned or parked in violation of this Lease, the Parking Lease, other property parking regulations or otherwise in violation of law.

**21. NOTICES**

Landlord and Tenant must send all notices by: (1) email messaging using Landlord's electronic messenger system ("EMS"), or (2) pre-paid postage via certified or registered mail or nationally recognized overnight courier (e.g., FedEx) only. Hand delivery shall be deemed ineffective notice. "Text messaging" or "texting" shall be deemed ineffective notice.

**22. WRITTEN CHANGES TO THE LEASE**





All of the promises and understandings between Landlord and Tenant are contained in this Lease. There are no other promises or understandings between the parties. Any changes to this Lease must be in writing signed by both Landlord and Tenant. Neither Landlord nor any of Landlord's representatives have the authority to make any oral promises, representations or agreements. This Lease constitutes the entire agreement between Landlord and Tenant. Landlord's representatives have no authority to waive, amend, or Terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. Notwithstanding, Landlord reserves the right, and Tenant hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to Tenant.

### 23. MAINTENANCE

Landlord agrees to do any maintenance or structure repairs that are needed to the Unit. Tenant agrees to keep the Unit clean, neat and safe. Landlord shall act with customary due diligence to:

- a. keep common areas reasonably clean
- b. maintain fixtures, furniture, hot water, heating, and A/C equipment
- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing
- d. make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable.

Tenant agrees to:

- a. immediately report to Landlord any damages or needed repairs
- b. pay for repairs which are needed due to the fault of Tenant or any of Tenant's family or guests
- c. register with Landlord's EMS and to transmit all maintenance requests through the EMS

Landlord may temporarily turn off equipment and/or interrupt utilities to Tenant's Unit and/or the Property to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment. Landlord will not be liable for any inconvenience, discomfort, disruptions or interference with Tenant's use of the Property because Landlord is making repairs, alterations or improvements to the Unit or the Property. If Tenant requests any repairs, and Landlord approves such request, the repairs will be done during Landlord's usual working hours unless Tenant requests in writing that such repairs be done during other hours. If Landlord approves such request then the Tenant will have to pay in advance any additional charges resulting from such request.

Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. Tenant shall (a) remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, (d) keep climate and moisture in the Unit at reasonable Rises, (e) clean and dust the Unit regularly, and (f) keep the Unit, particularly the kitchen and bath, clean and dry.

Tenant shall promptly notify Landlord through the EMS of the presence of any of the following conditions:

- a. a water leak, excessive moisture, or standing water inside the Unit or any Common Areas
- b. mold or mildew growth in or on the Unit that persists after Tenant has tried to remove it as directed above
- c. a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit

Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection. If Landlord incurs the cost of pest control in Tenant's Unit or the Property as a result of Tenant's actions, all Tenants in the Unit shall be responsible for the cost.

Tenant agrees to maintain the Property in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Tenant shall immediately notify Landlord of the presence of bedbugs and any other pests. Tenant shall (a) keep the Property in a clean and sanitary condition at all times, (b) not introduce any furniture or textiles from unknown sources into the Property, (c) cooperate with Landlord in eradicating any pests, (d) take the measures recommended by a qualified expert, and (e) immediately notify Landlord of any re-infestation or indications that treatment has been ineffective. If Tenant fails to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, Tenant will be responsible for the cost of the treatment to the Property and any costs associated with cleaning other Tenants' belongings or other portions of the Property as necessary to eradicate the infestation.

If Landlord believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may Terminate this Lease by giving the Tenant at least five (5) days' written notice. Landlord may also remove personal property if it causes a health or safety hazard. If the Lease is so Terminated, Landlord will refund prorated Rent, less lawful deductions.

### 24. CHANGES TO THE PROPERTY

Tenant must get written permission from Landlord before Tenant makes any changes, improvements or additions to the Unit. Tenant agrees that Landlord will not pay for changes made to the Unit unless Landlord agreed in writing to pay for the changes. Tenant may not paint any portion of the walls, ceiling, or floor in the Unit or the Property.

### 25. LANDLORD'S ENTRY ONTO THE PROPERTY

Subject to applicable law, Landlord or Landlord's agent may enter the Unit by any means necessary (and Tenant has no right to refuse entry to Landlord if proper notice is given):

- a. by giving Tenant a prior written notice of intent to enter Unit
- b. without notice to Tenant in the event of an emergency or situation where it is impractical to give twenty-four (24) hour notice such as



inspection of possible lease violation, provided Landlord gives Tenant notice of such emergency entry within 24 hours of having made such emergency entry

- c. if noise inside Tenant's Unit constitutes a public nuisance or is too loud to hear someone knock at the door
- d. with reasonable prior written notice to Tenant to show the common area of the Unit and any vacant bedroom to a prospect.

**26. LANDLORD'S RESPONSIBILITY**

Landlord is not responsible for any loss, expense, injury or damage to any person or property caused to items including, but not limited to, theft, fire, ice, snow, rain, water, plumbing or pipe leaks, malfunction of appliances, interruption of any utilities or services of the property, power surges, and sprinkler systems.

Except for Landlord's liability arising under applicable law, Tenant, for Tenant and for Tenant's guests, releases Landlord and Landlord's respective successors, together with each of their officers, directors, shareholders, employees, attorneys, agents and affiliates (collectively, the "released parties") from any and all claims and/or damages (a) for loss or theft of Tenant's or Tenant's guests' personal property and/or (b) which may arise out of any accidents or injuries to Tenant, members of Tenant's family or Tenant's guests, in or about the bedroom, the unit, the building, or the Property, even if such claim or damage was caused in whole or in part by the negligence of the released parties. Tenant assumes for Tenant and all members of Tenant's family and Tenant's guests, any and all risks from any accidents in connection with use of the Unit, the Common Areas, the Property and Property Facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for Tenant's use and at the user's sole risk. Tenant hereby indemnifies Landlord and each of the released parties from and against any and all claims, liabilities, actions, costs and damages which Landlord or any of them may suffer or incur as a result of Tenant's negligence, willful misconduct, and/or violations of this Lease.

**27. SECURITY DEVICES**

Tenant acknowledges and agrees that Landlord is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services"). In the event and to the extent Landlord furnishes any such Security Services, Landlord can, at its sole and absolute discretion, modify or discontinue any of such items provided at any time without notice. Tenant acknowledges and agrees that any and all electronic Security Service equipment and records are the sole and exclusive property of Landlord and shall not be available to Tenant without an order from a court of competent jurisdiction.

**28. LANDLORD'S RIGHTS**

The following are in addition to rights of Landlord under the law.

- a. If Tenant breaks any condition of this Lease, any Addendum to this Lease, or the Rules and Regulations, Landlord can:
  1. collect any past due Rent and utility payments and any sums which are due for the rest of the Term from Tenant
  2. collect damages caused by Tenant, Tenant's breaking any conditions of the Lease, or Tenant's doing of any act which is not permitted by the Lease
  3. go to court to evict Tenant and take possession of the Unit
  4. go to court to recover:
    - (i) Rent or Additional Rent, which is due from Tenant
    - (ii) Damages
    - (iii) to the extent allowed by law, reasonable costs and expenses which are spent by Landlord to enforce this Lease, including court costs, collection costs and attorneys' fees
- b. These are not the only rights Landlord has if Tenant breaks this Lease. Besides ending this Lease and getting a court order to evict Tenant, Landlord can sue Tenant for unpaid Rent and other damages, losses or injuries. If Landlord receives a court order for a money judgment against Tenant, Landlord can use the court process to take Tenant's personal goods, motor vehicles and other assets.

**29. FIRE OR OTHER CASUALTY**

If in Landlord's reasonable judgment, the Unit, the Building or the Property is materially damaged by Fire or other casualty, Landlord may terminate this Lease with written notice within a reasonable time after such determination. If the Landlord does terminate the Lease and Tenant did not cause the loss, Landlord will refund prorated, prepaid Rent, less lawful deductions. If Landlord determines that material damage has not been caused to the Unit, the Building or the Property, or, if Landlord has elected not to Terminate this Lease, Landlord will, within a reasonable time, repair any damages.

**30. LOSS OF LANDLORD'S RIGHTS**

Landlord does not give up rights by accepting Rent, Additional Rent or by delaying, or not enforcing any condition in this Lease.

**31. TAKING OF PRIVATE PROPERTY**

- a. Legal authorities are able to take property after paying for it. This is known as "condemnation."
- b. Tenant agrees that if the Property, part of the Property, or the land on which the Property is located is taken:
  - 1) Landlord can end this Lease for any part of the Property that is taken
  - 2) Landlord is not responsible for claims of Tenant for inconvenience or loss of use of the Property or any part of the Property
  - 3) Tenant, by signing this Lease, has given to Landlord any rights which Tenant may have to any money paid by the legal authorities for the taking of the Property

**32. UNENFORCEABLE LEASE CONDITIONS**

If any court determines that any condition or part of this Lease is illegal or unenforceable, the rest of the Lease shall continue in full force and effect.

**33. SALE OF PROPERTY**

A new owner can end this Lease by giving Tenant 60 days' written notice if there is:

- a. a sale or transfer of the Property
- b. a sale of the land or buildings in which the Unit is located

**34. TRANSFER BY LANDLORD**

Landlord may transfer this Lease without Tenant's prior approval. If transferred, the Tenant's obligations are assigned to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease.

**35. EARLY TERMINATION OF THE LEASE**

This Lease may not be Terminated prior to the end of the Term unless it is agreed to in writing by both Landlord and Tenant and a new Tenant (approved by Landlord) is found to replace the existing Tenant. Landlord has no obligation to end this Lease before the expiration of its Term. If Landlord agrees to end the Lease prior to the expiration of the term, a charge will apply and must be paid before the Lease is officially Terminated. The Application Fees, subject to the provisions of Minn. Stat. 504B.173, and other Fees are never refundable.

**36. RE-LETTING**

Tenant may not transfer this Lease or assign or sublet the Unit, nor any part of the Unit, without Landlord's prior consent, which Landlord may deny in its sole determination. Subject to Landlord's prior written consent, if Tenant wishes to re-let, he/she must provide written notice to the Landlord. If Tenant finds a replacement Tenant acceptable to Landlord and Landlord expressly consents to the replacement, then:

- a. such substitute Tenant will be obligated to pay the standard application fee, which shall be immediately due and payable
- b. the departing Tenant must pay for all damage to the Unit and the Property as provided in this Lease
- c. the departing Tenant will be obligated to pay a re-let fee as set forth in the Terms
- d. the replacement Tenant must meet the rental criteria
- e. the replacement Tenant must fully complete and execute a new Lease and all addenda, and cause a new Guarantee to be executed and delivered
- f. a rekeying fee will be due if rekeying is requested or required
- g. the departing Tenant will no longer remain liable for all Lease Contract obligations for the rest of the original Lease Contract term

**NOT A RELEASE.** The re-letting fee is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of Landlord's damages; that is, Landlord's time, effort and expense in finding and processing a replacement. Tenant agrees that the re-letting fee is a reasonable estimate of such damages and that the fee is due whether or not Landlord's re-letting attempts succeed. The re-letting fee does not release Tenant from continued liability for future or past-due Rent; charges for cleaning, repairing, repainting, unreturned keys, or other sums due.

**SERVICE MEMBERS CIVIL RELIEF ACT:** If, during the term of this lease, Tenant enters military service or, if during military service the Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Tenant may Terminate this lease by delivery of a written notice and a copy of the military orders. Tenant must immediately deliver written notice to Landlord upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due after the notice is delivered. This paragraph is intended to comply with the Service members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.

**37. LEASE RENEWAL**

- a. If you intend to renew your Lease, you must renew the lease by the deadline provided by the Landlord in order to guarantee continuing residence in your Unit and Bedroom. If you don't, we may lease your space to another person and you will be required to move from your space by the Lease Ending Date.
- b. If you desire to transfer to a new Unit or Bedroom upon renewing your lease, you may be required to pay a renewal transfer fee as set forth in the Terms. The option to transfer when renewing is at the sole discretion of the Landlord.

**38. ENDING THE LEASE**

- a. This Lease will end at the time and date listed in the Basic Terms herein. Neither the Landlord nor the tenant may extend the term of this Lease without the written consent of the other party. Failure to leave at the end of Lease shall be a violation of this Lease.
- b. If Landlord fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, Tenant may pursue remedies under state and local law, including the possibility of terminating this Lease, by completing the following:
- c. Tenant must make a request through Landlord's EMS for repair or remedy of the condition - after which Landlord shall have a reasonable time consistent with state and local law for repair or remedy
- d. If the repair or remedy still has not been accomplished within that reasonable time period, Tenant may ultimately Terminate this Lease by giving Landlord a final notice through Landlord's EMS
- e. If this Lease has ended and tenant does not leave on the Lease ending date, Tenant must pay in addition to the normal Rent, a per day charge as Holdover Rent calculated at rent plus twenty-five percent (25%) for the additional time in the unit for the extra time spent in the premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your Holdover.

**39. LEAVING THE UNIT****SURRENDER AND ABANDONMENT.**

Tenant will be deemed to have surrendered the Unit when (1) no one is living in the Unit in Landlord's reasonable judgment at the Lease termination date and time, or (2) all Unit keys and access devices have been turned in to Landlord—whichever date occurs first.

Tenant acknowledges and agrees that prior to the Ending Date, no surrender of the Unit, whether by delivery of keys or other action, shall be deemed to have terminated this Lease or Tenant's obligations hereunder.

**40. TENANT'S DUTIES AT END OF THE LEASE**

In addition to any other duties which the Tenant has under this Lease, Tenant will:

- a. leave the Unit when the Lease ends and return all keys and access devices/remotes to Landlord
- b. return the Unit, including all common areas clean and free of garbage or trash and in good order and repair, reasonable wear and tear excepted
- c. comply with all other terms of this Lease

If requested, Tenant may also be present at the time of the move-out inspection at the end of the lease. Tenant must contact management to schedule an appointment for the inspection at least thirty (30) days prior to the move out date assigned on page 1 of this Lease.

A copy of the move-out procedures, which details the cleaning and Unit standards as well as the potential charges, may be obtained from Landlord at Tenant's request.

**41. ATTORNMENT**

Tenant hereby agrees that the Tenant will recognize as its Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which this Unit is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage. This Lease is expressly subordinate to any and all mortgages or deeds of trust affecting the Property, whether entered into before or after the date of this Lease.

**42. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT**

Tenant agrees that Landlord does not promise, warrant or guarantee the safety and security of Tenant, Tenant's guests or Tenant's personal property against the negligent, reckless or criminal actions of other Tenants or third parties, except as required by law. In addition, Landlord shall not be liable for any damages or injury to Tenant, Tenant's guests or Tenant's personal property or to any person entering the Unit or the Property, or for injury to person or property arising from casualty occurring in or about the Unit or Property, except as required by law. Tenant agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property of Tenant or any of Tenant's guests regardless of the cause, unless the injury is due to Landlord's negligent or intentional conduct, except as prohibited by law.

**43. ADDITIONAL TERMS**

The Terms attached hereto are part of this Lease and contain important information about your relationship to Landlord under this Lease. Please review them carefully.

**44. RULES AND REGULATIONS**

Landlord may make reasonable rules and regulations to protect:

- a. the Property and the property of other Tenants, neighbors, or other people
- b. the comfort, safety or rights of other Tenants, neighbors, or other people.

Tenant Accountability: Tenants found to be in violation of any portion of the Lease or these Rules and Regulations may be subject to the following: a private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the Property, fines, eviction or criminal and/or civil prosecution.

Violations of these RULES AND REGULATIONS will result in Tenant being billed for Landlord's costs, and may result in fines as follows:

First: A written warning in the form of a first breach of rental agreement will be issued to the Tenant stating the first breach.

Second: A \$250 charge assessed against the Tenant.

Third: A \$1000 charge assessed against the Tenant.

Fourth: Possible Eviction

The fines above may be increased at Manager's discretion and manager may elect to fine or evict Tenant for any single violation of the rules and regulations, should manager reasonably believe the infraction was severe enough to warrant such action. Fines will double and/or result in eviction in the event the Tenant is found to have lied to or deceived the Landlord when discussing the details of a lease violation.

**45. VANDALISM**

Vandalism of any Bedroom, Unit, and/or Property is prohibited.



**46. SECURITY CAMERAS**

The common areas or certain parts of the common areas of the Property may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under state or local statutes and legal action by Landlord. No cameras exist in any restroom or tanning bed room. Tenant hereby acknowledges that the restrooms and tanning bed rooms are the only areas, besides the Unit, on the Property where there is a reasonable expectation of privacy.

**47. BALCONIES, PATIOS, WINDOWS, AND CARE OF UNIT**

All Balcony and patio areas are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the Property and within the Unit, including balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. Gas and charcoal grills are not allowed on patios or balconies. Tenant further agrees that they will be solely responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule, whether by Tenant or its guests. Landlord reserves the right to remove and discard any items or rubbish stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire Unit unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the Tenants occupying said Unit.

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, Tenant may not remove such blinds. If Tenant installs draperies over the blinds, any damage will be repaired at Tenant's expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a Unit, or displayed on the inside of Unit so as to be visible from the outside of Unit. Screens, if provided, must remain permanently in place at all times and should never be removed.

Damage to property, including, but not limited to, paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the Unit caused by leaving windows or doors open during inclement weather will be the responsibility of Tenant.

Any item coming off a patio or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Tenant understands that in the event that ANY items come off a balcony or window, due to any action by the Tenant or Tenant's guests, Tenant will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. In the event of abuse of the balcony or violation of this rule, Landlord reserves the right to secure the balcony door so that Tenant may not access the balcony.

**48. NO SOLICITATION OR DISTRIBUTION OF MATERIALS**

Tenant(s) may not distribute, post or hang any signs or notices in any portion of the Property, without written approval from Landlord. Solicitation shall not be permitted at the Property, either by Tenant or others.

**49. LOCKS AND KEYS**

Locks may not be changed or added by Tenant without prior written permission of Landlord. Locks must be left in place upon vacating the Unit. Landlord must have keys to all changed locks. All keys and, if applicable, gate cards, internet, television devices, equipment access devices and remotes must be returned to Landlord upon termination of occupancy, or Landlord may charge actual replacement costs plus a 15% administrative fee. Please refer to "Terms" page.

**50. NO SMOKING**

Smoking is strictly prohibited anywhere on the Property including, but not limited to, in the Unit, all amenity areas, and common areas (including the pool deck). Any Tenant found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Disabling smoke detectors is a default under this Lease.

**51. STAFF COMPLIANCE**

Tenants are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this Lease or by law, shall subject Tenant to an immediate fine of up to \$1,000 and/or eviction.

**52. PARTIES**

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the Property. Kegs are prohibited on the Property and within the Unit and on balconies. Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.

Landlord or its agents may make periodic inspections of Tenant's Unit in order to ascertain any physical problems and also to ensure that Landlord's property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and Tenants of Unit may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. Tenant(s) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the Landlord's discretion.



Tenant, on behalf of Tenant and Tenant's guests and invitees, agrees to use and occupy the Unit in strict accordance with all applicable laws, regulations and ordinances. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this Lease. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

**53. PLUMBING AND GARBAGE DISPOSAL**

Sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by Tenant.

Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event Landlord is called to fix a disposal and such materials are found therein, Landlord reserves the right to charge Tenant for the expense occurred.

**54. MAIL**

The mailbox is to be used jointly by all the Tenants assigned to Tenant's Unit. Packages may be received at the office. However, Landlord takes no responsibility for lost, damaged or stolen property left with the office. If Tenant decides to have packages dropped at the office, Tenant is doing so at Tenant's own risk. Landlord encourages all Tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. Landlord reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if Landlord is not comfortable accepting a particular package.

If the Postmaster serving the Apartment Property has instituted or begins instituting during this Lease "single drop delivery", Landlord will place Tenant's mail in the mail box, but assume no liability for mis-delivery, delays in delivery and/or failure of delivery.

**55. GUESTS / DELIVERIES**

Landlord acknowledges the right of Tenant to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than two consecutive 24-hour periods must receive written approval from Landlord. If Tenant violates this Section, Tenant will be charged a fee as set forth in the Terms for each night on which an unauthorized guest stays overnight (i.e., longer than two consecutive 24-hour periods) and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. Tenant will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this Lease.

Tenant's guests must abide by these RULES AND REGULATIONS. As host, Tenant is held accountable and is responsible for the conduct of Tenant's guests at all times. All guests entering the building must be registered through Landlord's guest registry system and have a valid photo ID on their person at all times.

Landlord will utilize Tenant's phone number and/or email address to verify guests in the guest registration system. Therefore, it is the responsibility of the Tenant to notify Landlord if there is a change in telephone number, email address, or general contact information. Landlord reserves the right to deny any guest access to the Property for any reason including non-payment of rent by Tenant.

No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from Tenant, and even with Tenant's prior written permission, Landlord shall have no obligation to provide a key to any such person.

Guests become the responsibility of Tenant once they enter the building. From the time the guest enters the building until he/she reaches an apartment, they are the guest of the Tenant who submitted their name to the guest registry system.

Tenant will be responsible for the cost of repairs for any and all damages caused, in whole or in part, by an excess number of people within the Unit. Tenant is responsible for the actions of Tenant's guests at all times while guests are on the Property or in any Unit. Landlord may exclude guests or others who, in Landlord's judgment, have been violating the law, violating this Lease or any property rules, or disturbing other Tenants, neighbors, visitors, or Landlord's representatives. Landlord may also exclude from any patio/balcony or anywhere on the Property a person who refuses to or cannot identify himself or herself as Tenant or Tenant's guest. Tenant's failure to comply with Landlord's request of exclusion of a guest will result in eviction of Tenant. Landlord reserves the right to limit the number of guests of permitted to enter the building.

**56. NOISE**

Tenant, members of Tenant's family, and guests shall at all times maintain order in Unit and at all places on the Property, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine Tenant, contact guarantors, or declare Tenant in violation of the Lease due to excessive noise and disturbances. Landlord and/or its agents on duty are the sole judge(s) of excessive volume rises, and reserve the right to enforce these rules.



Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to Landlord or Landlord's representative immediately. Tenant waives all rights to privacy when noise coming from Unit is so loud that Tenant is unable to hear Landlord knock. Landlord may enter unit to lower or eliminate noise Rises.

Tenant will be found in violation of this Lease and will be subject to fines and other disciplinary action if Landlord receives notice from the Police Department that noise Rises were excessive.

#### 57. COMMON AREAS

Tenant recognizes that the common area facilities, which may include such items as an Exercise Room, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "Facilities"), have been made available by Landlord to Tenant.

Policies for Facilities are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these Facilities and/or eviction.

Only the Tenant and the invited guests accompanied by Tenant may use the Facilities provided by Landlord. Facilities may be used by such persons only in strict compliance with the posted policies and procedures. From time to time supplemental rules and regulations may be adopted by Landlord with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to Tenants.

Neither Tenant nor Tenant's guests may use the Facilities, parking lots or grounds in such a manner that interferes with the enjoyment of other Tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Use of common areas within the Property shall be governed by these RULES AND REGULATIONS and any Policies posted in the Facilities. Facilities shall be used at the risk of Tenant and Tenant's family and guests. No guest shall be permitted within the Facilities unless Tenant is also present. Tenant indemnifies Landlord and holds Landlord harmless against all claims for personal injury sustained by Tenant and Tenant's family and/or guests in their use and enjoyment of the Facilities. Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the Property.

In order to use Facilities, Tenant agrees that:

- a. Tenant shall not permit any guests to use Facilities without Tenant present
- b. Tenant shall use Facilities in a prudent manner, consistent with the customary use of the Facilities.
- c. Tenant shall not use Facilities in a manner which is offensive or dangerous to Tenant or any users of Facilities.
- d. Tenant will follow policies as established by Landlord in connection with the operation of Facilities.
- e. Landlord shall have the right to discontinue providing any or all Facilities at any time and for any reason.
- f. Landlord does not provide attendants or supervision of any kind for Facilities.
- g. Landlord has made no representation (i) that Landlord's representatives have any expertise in the operation of Facilities, (ii) that Facilities are fit for any particular purpose or (iii) as to the physical condition and operation of Facilities
- h. Use of Facilities by Tenant shall be wholly at Tenant's own risk.

Landlord reserves the right to prohibit use of Facilities to any individual that Landlord, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized pets are not allowed within the Facilities or Unit at any time for any reason. A fine as set forth in the Terms will be assessed to Tenant for any violation of this policy by Tenant or Tenant's guest; payment of any such fine shall not relieve Tenant of Tenant's obligation to remove the unauthorized pet from the property.

In connection with Tenant's use of Facilities, Tenant is responsible for payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's guests (which are prohibited from using Facilities); and

Tenant may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

#### 58. POOL/SPA/OUTDOOR RECREATION AREA USE

If an pool/spa/outdoor recreation area is provided, Landlord shall (in its sole discretion) have the right to require Tenants and Tenant's guests to wear Landlord-issued wristbands while in these areas at such times as Landlord requires. If Landlord so requires, Tenants will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband may be required to leave these areas and may be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the pool/spa/outdoor recreation area. Individuals caught smoking or possessing glass will be subject to an immediate fine as set forth in the Terms and will be required to leave these areas. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

#### 59. FITNESS FACILITY



If a fitness or activity facility (including, without limitation and by way of example only, a fitness room, bowling alley, climbing wall, pool, boxing ring, billiards room, etc.) (each, a "Fitness Facility") is provided, you understand that the use of the Fitness Facility at the Premises and its equipment is solely at your own risk. To the extent permitted by law, neither Owner, not Manager, or any of its employees (collectively the "Owner Parties" assumes any liability for injuries you, or your guests may sustain from use of the Facility or equipment. You expressly acknowledge that there are certain dangers and risks inherent in the use of exercise facilities, which may result from accidents, negligence, the use of equipment, exercise or other activities, or due to your physical condition. You expressly acknowledge that you voluntarily assume sole risk for any and all dangers, illnesses, damages, personal injuries and death that may result while using the Fitness Facility and/or while participating in exercise with or without instruction. You represent that you understand the potential risk to one's health while exercising and/or using the Fitness activity, which may include severe injury or death.

Rules may be posted at the Fitness Facility and you agree to follow any additional rules posted. You should consult a physician before using any fitness equipment. We urge you to be considerate of others and wipe down equipment after its use. You agree to report any damaged or broken equipment to the management office immediately, so that the equipment may be placed "Out Of Service" until repairs have been made. You will not attempt to make any repairs to the equipment yourself. You understand that the use of these facilities is a privilege that may be revoked if I abuse the equipment or guidelines. By utilizing any equipment in a Fitness Facility or by being present in a Fitness Facility, you will be deemed to have represented and warranted that you fully understand all risks normally associated with participation or presence in such Fitness Facility or activity and fully indemnify and release Landlord from any and all injuries and damages caused to you. You agree that you may not enter any Fitness Facility without Landlord's prior consent, that you will not allow anyone to access a Fitness Facility unless that person has received Landlord's consent, and that Landlord reserves the right to deny access to any Fitness Facility to any Tenant or other person whom Landlord judges to be a risk to the safety of any person or equipment located therein.

#### 60. **FIRE SAFETY**

Immediately call 911 in the event of a fire emergency.

Landlord shall furnish smoke detectors in good working order, when Tenant first takes possession. Tenant must immediately report smoke detector malfunctions to Landlord. Neither Tenant nor others may disable smoke detectors. If Tenant disconnects or intentionally damages the smoke detector or does not replace batteries as needed, Tenant may be liable to Landlord for necessary damages as stated in state statutes. If Tenant disables or damages the smoke detector or fails to report malfunctions to Landlord, Tenant will be liable to Landlord and others for any loss, damage, or fines from fire, smoke, or water. Tenant is responsible for the cost of battery replacement for the smoke detectors.

Tenant agrees:

- a. to notify Landlord immediately through Landlord's EMS if Tenant perceives there to be any problem, defect, malfunction or failure with the smoke detectors in Unit
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed
- c. that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s)
- d. that Tenant assumes 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 detector(s). This responsibility will exist even if 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 the smoke detector(s)
- e. that Landlord is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences

If Tenant's Unit contains an overhead sprinkler system, Tenant must take care not to intentionally or unintentionally trigger the overhead sprinkler system in Tenant's Unit. Tenant may not hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any damage that occurs as a result of such situations. Tenant will be responsible for any and all damages to the Unit, other units, and the Property resulting from Tenant's triggering of the sprinkler system through carelessness, negligence, or misconduct.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within Unit or any area of the Property. Neither Landlord nor Management Company will be responsible for any damage resulting from the use of such items.

#### 61. **WEAPONS**

Possession of any weapon (or ammunition) is prohibited unless Tenant is required by law to possess it, in which case Tenant must disclose to Landlord in advance both:

1. The law obligating Tenant to possess, and
2. A detailed description of any such weapon.

This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.



**62. HARASSMENT**

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors may lead to disciplinary action as determined by Landlord in its reasonable discretion, leading up to and including fines or eviction.

**63. PHOTOGRAPHS**

Tenant hereby gives Landlord permission to take photographs during Landlord hosted functions or activities which may then be used for the Property newsletter, bulletin board, website, social media, or other publications for marketing purposes.

**64. DRUG POLICY**

Tenant, and all guests or invitees of Tenant, shall not engage in the illegal possession, manufacture, purchase, sale, use, or distribution of drugs or controlled substances (or related paraphernalia) in the Unit or elsewhere on the Property or Premises. Violation of this provision shall be deemed a material violation of the Lease and constitute good cause for immediate remedial action by Landlord in Landlord's sole discretion, leading up to and including (without limitation) fines and the institution of eviction proceedings.

**65. OFAC COMPLIANCE**

(a) Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned (whether directly or indirectly) by any Embargoed Person (as hereinafter defined); (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant shall be prohibited by law or that the Lease is in violation of law; and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any executive orders or regulations promulgated thereunder with the result that any investment in or payment made to Tenant shall be prohibited by law or that Tenant shall be in violation of law.

(b) Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (ii) to immediately notify Landlord in writing if any of the representations, warranties, or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached; (iii) to not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease; and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

**66. COUNTERPART SIGNATURES**

This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

67. The following notice is required by Minn. Stat. § 504B.305: A seizure under § 609.5317, Subd. 1, for which there is not a defense under § 609.5317, Subd. 3, constitutes unlawful detention by Tenant.



### Crime Free Lease Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis.
2. Tenant shall not engage in any act intended to facilitate criminal activity.
3. Tenant shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, and member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.
5. **VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood that single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
7. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Landlord and Tenant.

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**TERMS AND CONDITIONS (the "TERMS")**

Tenant acknowledges that the following Terms apply to, and are a part of, the foregoing Lease at Identity Dinkytown:

**UNIT DETAILS**

Furnished	Yes
Washer/Dryer included	Yes

**FEES**

Type of Fee/Charge	Amount of Fee/Charge Payable by Tenant to Landlord
Security Deposit (If applicable)	[\$ amount for SD; or "Not applicable" if no SD for property]
Room Reassignment or Transfer Fee (if granted by Landlord)	\$150.00
Renewal Transfer Fee (if transfer upon renewal is granted by Landlord)	\$150.00
Late Rent Charge	\$50.00 commencing on the fourth (4th) day of the month on which any installment payment of Rent was due, and an additional \$15.00 for each and every day thereafter (including any portion of a day) until Tenant's account is paid in full, up to a maximum of eight percent (8%) of the overdue Rent payment.
Returned Payment Charge	\$50.00
Administrative Fee for Landlord's Procurement of Liability Insurance for Tenant (If Applicable)	Up to \$15.00 per month
Violation of Trash/Refuse Rules	Up to \$50.00 per occurrence or per item
Re-Letting Fee (if re-letting is granted by Landlord)	\$350.00
Unauthorized Guest Fine (more than two consecutive 24-hour periods)	\$50.00 per day
Unauthorized Pet Fine	\$500.00
Fine for smoking or possession of glass in outdoor recreation area	\$250.00
Request for authorized personnel to unlock unit/bedroom	\$20.00
Replacement key FOB	\$75.00
Replacement Bedroom key	\$50.00
Replacement Mailbox key	\$30.00
Replacement Gate Remote (If applicable)	\$75.00
If key FOB is not returned to Landlord	\$75.00
Request for Locks to be Changed	\$75.00
Utility Billing Administration Fee	\$6.00/ month or \$72.00 annually

**UTILITIES**

How Electric Charges are Calculated:

Resident will pay for electric charges in the following manner: The monthly electric bill from the utility provider will remain in Landlord's name, and shall be divided evenly among all occupants in the unit, and presented to Resident by Landlord's third party billing provider. Resident's pro-rata share of such charges shall be billed monthly as a separate charge and considered Additional Rent. Resident agrees that Owner may estimate any and all utility charges upon Resident's move-out (or at any other time) and such amounts shall be deemed final

	Provided by Landlord		Not Provided	Monthly Cap per Tenant
	Included in Rent	Paid by Tenant	Setup and Paid by Tenant	
Electricity		x		
Water	X			
Sewer	X			
Gas	X			
Trash	X			
Internet	X			
Cable	x			

**PAYMENT OF RENT:**

Each and every payment of Rent, including all installment payments, shall be made payable to Identity Dinkytown at the following address: 405 15<sup>th</sup> Ave SE, Minneapolis, MN 55414

# Identity Dinkytown - Lease - Primary Agreement

## Signature Details

	<b>Signer</b>	<b>IP Address</b>	<b>Date Signed</b>
1	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
2	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
3	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
4	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
5	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
6	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
7	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
8	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
9	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
10	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
11	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
12	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
13	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
14	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
15	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
16	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
17	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
18	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:35 PM
19	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM

20	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
21	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
22	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
23	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
24	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
25	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
26	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
27	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
28	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
29	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
30	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
31	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
32	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
33	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
34	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
35	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM
36	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:45 PM

## Special Notification of Contractual Obligation & No-Show Policy Identity Dinkytown

10/28/2022

Dear Mckenna M Nagy:

We want to thank you for choosing Identity Dinkytown as your home for the upcoming academic year. We are committed to ensuring your home is an incredible place to live, study, and enjoy your academic and collegiate experience.

**You are currently signing a legally binding contract.** This is an enforceable lease agreement that you are responsible for upon completing this lease signing process. However, we know that sometimes things change in your life and want to ensure you know your options in the event that you do not intend to move in.

- **If your plans change, you should always communicate with us to ensure we know.** Please do not think that avoiding our calls, texts, or emails is the best method. Being honest and direct is the best way. We want to help if we can. We certainly cannot if we do not know you don't plan to move in.
- **Re-letting: You can attempt to re-let your lease to someone else.** You are responsible for finding someone to take over your lease, and the new person must sign a lease with us before you will be let out of your lease. We may have the right to charge you a re-let charge according to the terms of your lease.

### No-Show Policy:

- **If you do not move in at the start of your lease, you will be responsible for the full amount for the entire term.** Notifying us of your intentions not to move in does not remove your obligation. You must find a re-let (and, if applicable, pay the re-let charge) to be let out of your lease.
- **If you do not re-let your lease and do not move in: Your account, along with any/all guarantors, may be sent to collections.** The collections agency will attempt to collect the debt owed. This may cause a long-lasting negative impact on your credit report and credit history.

Thank you again for choosing Identity Dinkytown. Please let us know at **(612) 778-9884** or **info@identitydinkytown.com** if you have any questions or your plans change at any time. Please note that this notification is merely a summary of certain terms of your lease, and this notification is in all ways subject to the terms of your lease.

Sincerely,

The Identity Dinkytown Management Team  
(612) 778-9884  
info@identitydinkytown.com

<sup>1</sup> Mckenna M Nagy      <sup>2</sup> Dathan Ralston

# CA - Addendum - Contract Obligation

## Signature Details

	<b>Signer</b>	<b>IP Address</b>	<b>Date Signed</b>
<b>1</b>	<b>Mckenna M Nagy</b> Primary (15614735)	96.93.229.22	10/29/2022 03:54:34 PM
<b>2</b>	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:48 PM



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# EXHIBIT A-3



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**TENANT LEASE AGREEMENT**  
**BASIC TERMS:**

**DATE OF LEASE:** 10/29/2022

**Landlord:** CA Student Living Dinkytown II, LLC  
**Property Manager:** Landlord

**Tenant:** Lilia J Rosen

Landlord and Tenant enter into and accept this Lease Agreement (the "Lease"), pursuant to which Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, that portion of the residential unit at the Property specified below (the "Unit"), on the following Conditions:

This Lease has individual Rent responsibility. This means that the individual Tenant named above is responsible for payment of the full amount of Rent and all fees and deposits stated below. However, Tenant is jointly responsible – along with all other tenants in the Unit – for the other obligations under this Lease, including obligations concerning treatment of and care of the Unit and all furnishings.

**PROPERTY:**

Landlord agrees to rent to Tenant the following Unit at:

- a. Apartment Property: Identity Dinkytown
- b. Unit: Tenant's specific Building, Unit and Bedroom will be assigned to Tenant by Landlord prior to the beginning of the TERM listed in the Basic Terms
- c. ADDRESS OF Unit: 405 15<sup>th</sup> Ave SE, Minneapolis, MN 55414
- d. Desired Unit & Bedroom Description: 3x3 Private Unit: 253-B

**TERM:** "Starting Date" of Lease Term: 08/27/2023 "Ending Date" of Lease Term: 08/12/2024

- a. The term of this Lease shall commence at 12:00 p.m. on the Starting Date and shall end at 8 a.m. on the Ending Date. This period is referred to as the "Term."

**FEES:** In addition to paying Rent, Tenant agrees to pay Landlord the following NONREFUNDABLE fee(s):

- a. Application Fee: \$50.00 (The Application Fee is not refundable for any reason, other than those reasons listed under Minn. Stat. 504B.173 Subd. 2.)
- b. Redecorating Fee: \$ 150.00 (The Redecorating Fee is not refundable for any reason)

**RENT:** The Base Rent, and any additional fees or charges payable by the Tenant will be referred to as "Rent". The Total Rent due for this lease Term is \$14,628.00 and Rent will be due and payable in 12 equal installments, without offset or deduction, and Tenant agrees to pay Rent as outlined below.

DUE DATE (ON THE FIRST OF):	INSTALLMENT AMOUNT:
August 2023	\$1219.00
September 2023	\$1219.00
October 2023	\$1219.00
November 2023	\$1219.00
December 2023	\$1219.00
January 2024	\$1219.00
February 2024	\$1219.00
March 2024	\$1219.00
April 2024	\$1219.00
May 2024	\$1219.00
June 2024	\$1219.00
July 2024	\$1219.00
August 2024	\$0.00

**ADDITIONAL TERMS AND AGREEMENTS:** Additional Terms and Agreements, as well as Exhibits, are attached as subsequent pages to this Lease. This Lease consists of these Basic Terms, the Additional Terms and Agreements, and the Exhibits.

**SIGNATURES AND ACCEPTANCE OF CONTRACT:** This Lease and any addenda may be signed in counterpart signatures. The Lease application is incorporated into and deemed a part of the Lease. If there are any conflicts between this Lease and the application, then this Lease shall control. Landlord and Tenant agree to each and every term and condition in this Lease.

**Minnesota Statutes § 504B.181.** Pursuant to Minnesota Statutes, Section 504B.181, Subd. (2)(b) and Section 504B.275, Landlord hereby notifies Tenant that a Landlord and Tenant Handbook prepared by the Minnesota Attorney General's office is available at <https://www.ag.state.mn.us/Consumer/Handbooks/LT/default.asp>

**TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT BY**

<sup>1</sup> *Lilia J Rosen* Page 1

<sup>19</sup> *Dathan Ralston*



**SIGNING BELOW, TENANT INTENDS FOR THIS LEASE TO CONSTITUTE (AND THIS LEASE DOES CONSTITUTE) A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT, AND TENANT ACKNOWLEDGES RECEIPT OF A TRUE, COMPLETE AND CORRECT COPY OF THIS LEASE.**

**ADDITIONAL TERMS AND AGREEMENTS AND EXHIBITS FOLLOW THIS PAGE**

**ADDITIONAL TERMS AND AGREEMENTS:**

**1. PROPERTY AND OCCUPANTS**

The "Property" is defined as including each of the following:

- a. Tenant's use of a Bedroom in a Unit in the Apartment Property
- b. Tenant's shared use of the Common Areas in the Unit and the Apartment Property (for purposes of this Lease, "Common Areas" are those areas within the Unit to which Tenant has access without going into another Bedroom and, within the Apartment Property, those areas to which all Tenants have general access)
- c. Tenant's use of all appliances and furniture within the Common Areas of the Unit
- d. If Bedroom or Unit is furnished: Tenant's sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of Tenant's furniture within Tenant's Bedroom
- e. Tenant's shared use of the mailbox assigned to Tenant by the Landlord

Landlord has the right to relocate Tenant to another bedroom and/or Unit of comparable floor plan style, bedroom type and level, if available, within the Apartment Property. In the event that Landlord must relocate Tenant, Landlord agrees to exercise best commercial efforts to relocate Tenant to a comparable Bedroom and/or Unit. Tenant acknowledges and agrees that Landlord cannot guarantee that Landlord will relocate Tenant to a comparable Bedroom or Unit type. In the event Tenant is relocated to a different Unit type with lower market rent, the Rent will be modified to the market rent for such Unit type at the Building.

Tenant hereby acknowledges that roommate compatibility is the sole and exclusive responsibility of Tenant. In the event Tenant requests a room reassignment, Landlord will use reasonable efforts, but is under no obligation, to accommodate the request. All requests for room reassignment must be provided to Landlord in writing on the forms provided by Landlord. In the event that Tenant's request for a room reassignment is accommodated, Tenant will be responsible for a reassignment charge as set forth on the attached Terms and Conditions page (the "Terms"), which is hereby incorporated into and made a part of this Lease.

**2. UP-FRONT FEES**

Unless otherwise indicated on the Terms page, no "Fee" described on the first page of this Lease is a "security deposit" or any other type of deposit, no such fee is refundable for any reason, and no interest will be payable thereon. There is no security deposit required in connection with this Lease, unless indicated on the Terms page. Any major damage to the Unit beyond ordinary wear and tear (including, without limitation, large holes in walls, broken or damaged fixtures or appliances, or tears/cracks or other significant damage to flooring) may subject Tenant to additional financial obligations to Landlord that survive the Term of this Lease, such obligations being understood and accepted by Tenant. Notwithstanding anything herein to the contrary, Tenant expressly and unequivocally acknowledges that Tenant is bound by all the conditions and obligations of use of the Unit that are imposed by this Lease, including its Addendums and the applicable Rules and Regulations, and that Tenant will not engage in (or permit any invitees or guests of Tenant to engage in) conduct that might reasonably be expected to cause damage to the Unit.

**3. RENT**

Tenant must pay Tenant's Rent on or before the 1<sup>st</sup> day of each month ("Due Date").

- a. If Tenant fails to pay all Rent before the end of the day (11:59 p.m.) on the 3<sup>rd</sup> day of each month, Tenant will be obligated to pay a late charge as set forth in the Terms. If Tenant does not pay Rent on or before the Due Date, Tenant will be in Default, and all remedies under state law and this Lease will be available to Landlord.
- b. Tenant must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional Rent and lockout fees before the current Rent is credited.
- c. Tenant may not pay Rent in cash or by personal check. Tenant must pay Rent by money order, certified funds, online payment, electronic payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Tenant a receipt for rental payments made by money order. Landlord may, at Landlord's option, require at any time that Tenant pay all Rent and other sums in certified or cashier's check or money order.
- d. Any accord, satisfaction, conditions or limitations noted by Tenant on or in any rental payment shall be null and void.
- e. Tenant is liable for all costs or charges associated with Landlord having to provide special services (unless required by law) to Tenant or at Tenant's request and for all fees or fines as described in Rules and Regulations.

Rent payments are to be made payable to Landlord at the address listed in the Terms.

<sup>2</sup> *Lilia J Rosen*

<sup>20</sup> *Dathan Ralston*



**4. RETURNED PAYMENTS**

If Tenant's payment is returned for any reason, including denial of payment, Tenant:

- a. must pay a returned payment charge as set forth in the Terms as Additional Rent for each and every payment that is returned or denied
- b. will be responsible for any late Rent charges retroactive to the due date listed in Paragraph 3 and Basic Terms
- c. will be in violation of the Lease for failing to pay the Rent on time, unless the fee and any late Rent charges are paid within the notice requirements of local law

If during the Term of this Lease two (2) of Tenant's payments are returned or denied to Landlord, Landlord will require that all Rent and other sums due and owing from Tenant be made payable to Landlord in either certified or cashier's check or money order.

**5. DEFAULT CONDITIONS OF LEASE ("DEFAULT") BY TENANT**

Tenant is found in Default of this Lease if Tenant does any one or more of the following:

- a. fails to pay Rent or Additional Rent when it is due
- b. does anything which is not permitted by this Lease
- c. fails to do anything which is required by this Lease
- d. gives Landlord false information, including information or signatures on Tenant's or the Guarantor's/Co-signers rental application, on the Lease or on the Guarantor Agreement
- e. fails to pay in timely manner, disconnects or shuts-off any of the utilities which are payable by Tenant or the other Tenants of the Unit
- f. Tenant fails to pay any fine within 3 days after it is levied in accordance with this Lease or the Rules and Regulations
- g. Tenant "Abandons" the Unit
- h. Tenant "Terminates" (as defined below) the Lease prior to the end of its Term
- i. fails to provide a Guarantor or other form of security as Landlord may require in its sole and exclusive determination

Tenant will be deemed to have Abandoned the Unit when all of the following have occurred: (1) everybody appears to have moved out in Landlord's reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment; (3) Tenant has been in Default for non-payment of Rent for 5 consecutive days, or water, gas, or electric service for the Unit not connected in Landlord's name have been Terminated or transferred; and (4) Tenant has not responded for 2 days to Landlord's notice left on the outside of the main entry door stating that Landlord considers the Unit Abandoned. A Unit is also deemed to be "Abandoned" 10 days after the death of a sole Tenant.

If Tenant Abandons the Unit, Landlord may take possession of the Unit and its contents without further notice. Except as otherwise provided by state or local law, Landlord may dispose of the contents and re-rent the Unit without obligation to Tenant. Tenant must pay the cost for removal and other associated costs.

Tenant shall be deemed to have "Terminated" this Lease if Tenant:

- a. fails to move in or to give written move-out notice.
- b. moves out without paying Rent in full for the entire Lease Term.
- c. moves out at Landlord's demand because of Tenant's Default.
- d. is judicially evicted.

**6. ACCELERATION.**

All monthly Rent for the rest of the Lease contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if Tenant is evicted from the Unit, Abandons the Unit, or Terminates the Lease as provided in Section 5.

**7. OTHER REMEDIES**

In addition to all of Landlord's other rights and remedies under state and local law and this Lease, Landlord may report unpaid amounts to credit agencies. If Tenant Defaults and moves out early, Tenant will pay Landlord any amounts stated to be rental amounts in Basic Terms and Paragraph 3, in addition to other sums due. Upon Tenant's Default, Landlord reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are not liquidated damages, but are for Landlord's time, inconvenience, and overhead in collecting late Rent (but are not for attorney's fees and litigation costs). Tenant must pay Landlord's attorney's fees and litigation costs. Tenant must pay all collection-agency fees if Tenant fails to pay all sums due within 10 days after the Landlord mails the Tenant a letter demanding payment and stating that collection agency fees will be added if Tenant fails to pay all sums by that deadline. Landlord may accelerate Rent – see Paragraph 6.

**8. LEASE GUARANTEE**

Landlord reserves the right to require Tenant to provide Landlord a Guarantee executed by a qualified Guarantor acceptable to Landlord, in its sole and absolute discretion. The Guarantee for each Tenant, if requested by Landlord, should be delivered to Landlord promptly after Landlord's request, and Landlord reserves the right to Terminate this Lease at any time, in its sole discretion, if Tenant does not provide the Guarantee to Landlord within seven (7) days of Landlord's request. If Tenant does not meet residential rental criteria and is unable to provide an executed Guarantee acceptable to Landlord within the seven-day period, Landlord reserves the right to request (at Landlord's sole discretion) other financial assurance, which may include an accelerated Rent prepayment agreement.

Tenant will not be allowed to move-in without a complete Lease file including the Guarantee or other financial assurance (if requested), unless Landlord agrees otherwise in advance in writing. Notwithstanding the foregoing sentence, any failure by Tenant to provide a signed



Guarantee form or other financial assurance (if requested) shall not relieve Tenant of the obligation to make all Rent and other payments due under the Lease for the entire Term.

**9. INSURANCE REQUIREMENT**

Tenant shall maintain, for the duration of the Term of the Lease and any subsequent renewal, renter's liability insurance issued to Tenant by an authorized insurance company with a coverage limit of not less than One Hundred Thousand Dollars (\$100,000) per occurrence, that expressly identifies the Landlord as an "additional insured" or "loss payee", and provides coverage for any and all damage to the Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of Tenant, any other person residing in the Unit, or any other persons on the premises with Tenant's consent. Prior to Tenant's occupancy of the Unit and at the inception of each lease renewal period, Tenant shall provide the Landlord with a copy of the policy or other evidence of such renter's liability insurance coverage in effect. Tenant will be in material breach of this Lease if Tenant fails to comply with the requirements of this paragraph.

If Tenant fails prior to Tenant taking occupancy of the Unit or during the Term of this Lease or any renewal hereof to provide such evidence of renter's liability insurance coverage in effect to the Landlord, in addition to any other remedies available to the Landlord for breach of this Lease by the Tenant, Tenant agrees to pay \$12.95 per month to Landlord as consideration for Landlord's cost to procure supplemental property and/or casualty coverage that provides coverage to Landlord equivalent to the Tenant renter's liability insurance requirements of this Lease. Tenant agrees to this cost in addition to all other obligations in the Lease. Tenant also agrees that the charge described in this paragraph will be considered Additional Rent for purposes of the Lease. The supplemental coverage procured by Landlord as described in this paragraph shall be primarily for Landlord's benefit to provide coverage for any and all damage to the Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of Tenant, any other person residing in the Unit, or any other persons on the premises with Tenant's consent. Tenant acknowledges that it will not be a coinsured or beneficiary of such Landlord's supplemental insurance coverage.

Tenant acknowledges that Landlord's property and liability insurance, including such supplemental insurance coverage as described in the preceding paragraph, may not provide coverage to Tenant, Tenant's guests or any occupants against loss or damage to their personal property or belongings, or cover Tenant's liability for loss or damage caused by Tenant's actions or those of any occupant of the dwelling or any guest. Landlord's insurance DOES NOT protect Tenant against loss or damage to Tenant's personal property or belongings. Tenant understands that failure to maintain a renter's liability insurance policy may cause Tenant to be otherwise personally liable to Landlord and others for loss or damage caused by Tenant's actions or those of any occupant or guest in the Unit.

Tenant shall bear the risk of loss of any and all of Tenant's personal property whether located in the Unit, garage/carport, designated storage areas or anywhere on the Residential Community. Tenant agrees not to hold Landlord, its agents and/or employees liable in any manner for or on account of any loss or damages to Tenant's personal property sustained by reason of the acts or omissions of Tenant, third parties other than Landlord or Landlord's agents, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Tenant understands and agrees that Tenant's guests are not beneficiaries or co-insureds of any insurance policies held by Landlord. Per the requirements of this Lease, it is the intent of Tenant and Landlord that, as the law permits, Tenant will consider Landlord an additional insured under Tenant's renter's liability insurance and will not hold Landlord liable for claims regarding damage or injury normally covered by Renter's liability insurance, and Tenant will look solely to Tenant's required renter's liability insurance to compensate for any such damage or injury..

**10. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE**

Tenant expressly and unequivocally agrees to be liable to the Landlord and/or the Landlord's insurer in tort for damage to the Unit and the Property, including, but not limited to, fire and water damage caused by Tenant's conduct, or the conduct of Tenant's occupants, guest, licensees, invitees or agents. Tenant agrees to comply in all respects with any policy of insurance covering said Unit and the Property or contents so as not to cause an increase in premium or void any insurance policy.

Tenant agrees that Tenant is responsible for all of the following:

- a. All personal property of Tenant and Tenant's family, guests or persons invited by Tenant in or on the Property, including automobiles.
- b. Loss, damage, costs, injury or death caused by Tenant or Tenant's family, guests or persons invited by Tenant for the use of Tenant's property.
- c. Any claim due to acts or from any failure to act by Tenant or Tenant's family, guests or persons invited by Tenant.
- d. Payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's family, guests or persons invited by Tenant.

**11. LANDLORD UNABLE TO GIVE POSSESSION**

- a. Landlord shall not be liable to pay damages to Tenant if Landlord cannot give possession for reasons beyond Landlord's reasonable control.
- b. If Landlord is unable to give possession of the Unit to Tenant on the date when the Lease is to start, Rent will be abated on a daily basis during the delay. Tenant must pay Rent or Additional Rent for all days during an installment period on which Tenant has possession.
- c. Tenant may end the Lease if possession of the Unit is not given to Tenant within the later of (i) 90 days after the date the Lease begins and (ii) the maximum time period allowed by law (the "Non-Delivery Cancellation Date"). Tenant must give notice to Landlord in writing before the 6th day after the Non-Delivery Cancellation Date to end the Lease. The Lease will continue if Tenant does not timely give Landlord written notice that Tenant is ending Lease. All duties and obligations of Tenant under the Lease will remain in effect.



If Tenant believes that Landlord has violated this Lease, then prior to Tenant bringing any action against Landlord for such violation, Tenant must first give Landlord written notice of the nature of Landlord's claimed violation and allow Landlord 30 days to remedy it such claimed violation.

**12. ACCEPT CONDITION OF UNIT**

- a. Roommate compatibility is not guaranteed.
- b. Tenant accepts the Unit and Property in its present condition and designates it fit and habitable.
- c. Tenant shall complete a Move-in Condition Form and return it to Landlord management's office within 48 hours of taking possession of the Unit. As part of completing the Move-In Condition Form, Tenant must test all smoke detectors. Tenant hereby acknowledges that the purpose of the Move-In Condition Form is to document the condition of the Unit at the time the Term of the Lease commences.
- d. Tenant is responsible for keeping a copy of the Move-in Condition form signed by Landlord or Landlord's representative. If Landlord does not receive a Move-In Condition Form within the time given, Tenant shall be deemed to have acknowledged that there are no defects or damages. The Unit must be returned to Landlord in the same condition as it was provided, reasonable wear and tear excepted. Tenant is responsible for all damage to the Unit that occurs after acceptance, reasonable wear and tear excluded. Tenant acknowledges and agrees that having to paint a Unit one (1) year after it was painted is not considered reasonable wear and tear.

**13. USE**

- a. Only the Tenant listed on this Lease may live in the bedroom; however, Tenant acknowledges that the Unit may be occupied by another Tenant; provided the additional Tenant has an executed Lease or is listed in the Basic Terms of this Lease.
- b. No one other than Tenant may occupy the bedroom. Persons not listed above must not stay in the bedroom for more than 2 consecutive days without Landlord's prior written consent, and no more than twice that many days in any one month. Tenant hereby agrees that Landlord may share Tenant's name and contact information with Roommates prior to commencement of the lease term.
- c. If Tenant allows another person to occupy any unrented/vacant bed space in the Unit, Tenant will be responsible for the Rent for that bed space. Tenant will be responsible for all costs associated with returning the unrented/vacant bedroom to its original condition. If the Unit consists of more than one bedroom, Landlord has the right, when any bedroom within the Unit is unoccupied, to place a new Tenant in the unoccupied bedroom unless Tenant and all other Tenants in the Unit agree to pay Landlord, as part of Tenant's reserve Rent, the Rent due and other charges due for such unoccupied bedroom. The fact that Tenant and Tenant's roommates may be in conflict with each other will not result in any termination of this Lease.
- d. Tenant may not commit any act or allow any activity to occur on the Property, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations including, but not limited to, disabling smoke detectors or carbon monoxide detectors. Tenant may not use or allow the Property to be used for any disorderly or illegal purpose. The Unit may only be used as a private residence.
- e. Tenant may not store or allow any hazardous, flammable or toxic substances in or on the Property. Tenant may not do or allow any behavior in the Property which is a nuisance or which creates a risk of injury, loss or damage. Tenant may not engage in or allow any activity, which increases the costs of insurance or the Landlord's ability to either acquire or keep insurance coverage on the Property.
- f. If Tenant permits another person to live in the Unit or provides access or a key to a person not named on this Lease, it shall be a Default under the Lease and Landlord may exercise any of its remedies hereunder.

**14. APPLIANCES AND FURNITURE**

- a. If the property is furnished, as shown on the Terms page, then Landlord will provide (in its discretion) some or all of the following furniture and appliances in the Units: Refrigerator/Freezer, Dishwasher, Range/Oven, Garbage Disposal, Microwave, Flat Panel Television(s), Coffee Table, Bar Stools, Mattress and Bed frame, Desk, Desk Chair, and Couch. The actual furniture and appliances provided may vary based on unit and floor plan type.
- b. Landlord will repair or replace non-working appliances.
- c. Tenant assumes full responsibility for items furnished by Landlord and agrees to return them to Landlord at the expiration of the Lease Term in as good condition as when Tenant received them, reasonable wear and tear excepted. Tenant shall not remove any of Landlord's furniture, fixtures or appliances from the room they were in on the Start Date of this Lease without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall return all furniture, fixtures and appliances to their original positions prior to vacating the Bedroom or Unit. Tenant shall not remove Landlord's furniture, fixtures, and/or appliances from the Unit for any reason. Tenant shall be responsible for all loss, breakage, or other damage to furnishings and appliances.

**15. LAUNDRY FACILITIES**

Individual Washers and Dryers may be included in each Unit; See Terms. If provided, Tenant is required to clean lint trap after each dryer use to prevent fire.

**16. UTILITIES**

- a. Landlord shall supply and pay for certain utilities. The utilities provided by the Landlord are shown in the Terms. If trash removal is provided by Landlord, it is provided only at specific locations throughout the Property (this does NOT constitute door-to-door trash pickup). If cable and internet service is provided for the Unit, service will be provided by the Landlord through an arrangement with an outsourced service provider.
- b. Tenant agrees to use utilities in a careful and conservative manner.
- c. In addition to the obligation to pay Rent, Tenant is responsible for certain monthly utility charges as outlined in the Terms.
- d. Certain utilities provided by Landlord may have a monthly conservation cap in dollars per Tenant. Caps, if applicable, are outlined in the Terms.
- e. If electricity is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.
- f. If water or sewer is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.



g. If gas is provided by the Landlord but paid by the Tenant, the billed cost is determined as outlined in the Terms.

Landlord reserves the right to estimate any and all utility charges upon Tenant's move-out (or at any other time) and such amounts shall be deemed final. Landlord also reserves the right to contract with a third-party billing service to calculate or bill Tenant for any utilities that are Tenant's obligation to pay hereunder, and in the event Landlord does so, Tenant agrees to pay a reasonable fee for such services, as such fee may be determined from time to time. Without limitation upon the foregoing, Landlord has engaged Conservice Utility Management and Billing, a third-party billing provider, to bill Tenant for utilities and related taxes and fees. Tenant acknowledges that the billing provider is not a public utility. Landlord reserves the right to bill Tenant a fee which represents the costs of administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by Landlord and Conservice during the Term of this Lease, and Tenant agrees to pay such fee as it may be charged by Landlord from time to time, see Terms page.

If Landlord does not provide electricity and Tenant is required to establish an account with the local utility provider, Tenant shall do so promptly in the Tenant's name. Tenant shall ensure that the start date for each such account is the Tenant's move-in date. If Tenant fails to comply with the conditions of this paragraph and Landlord is subsequently charged with utility charges attributable to Tenant's occupancy of the unit, then Tenant shall be issued (and shall pay) a bill for such services by Landlord or the billing provider, which shall include a service charge in the amount of \$5 per month. Such service charge is used to compensate Landlord for Tenant's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third-party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Tenant and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.

#### 17. **INTERNET & TELEVISION SERVICE**

If Landlord is providing internet and/or cable service to Tenants, service is subject to Network Access, Acceptable Use and performance level terms (see below). If Tenants want additional television channels, voice service or additional internet capacity, they will be at Tenants' expense and Tenants must make arrangements through the Landlord-approved provider. These additional services not paid by Landlord must remain on and paid for by Tenants, in Tenants' names, through their contracted ending date regardless of whether Tenants have moved out.

Landlord shall not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. Tenants hereby release Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

##### **Network Access**

Tenant may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Tenants may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the Tenant's computer operating system or any other feature will be the responsibility of the Tenant to resolve. Landlord is not be responsible for software issues related to the user's personal computer.

##### **Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized, including, but not limited to, postal and electronic message systems. Sharing access to copyrighted material on the network is prohibited. Be advised that Landlord and Landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Landlord and Landlord approved-provider strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

##### **Performance Rises**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but commercially reasonable efforts will be made to ensure the highest possible quality of service is delivered. Tenant understands that any content that Tenant may access may be subjected to "caching." Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

#### 18. **TRASH REMOVAL**

Trash must be disposed of in accordance with the directions of the Landlord as relayed from time to time. All trash must be deposited in appropriate receptacles and removed as it accumulates in the Unit, Common Areas, and the Property. Trash may not be kept in closets, hallways, basements, or other portions of the Unit, Common Areas, or the Property. Tenant must exercise reasonable consideration and care so that Tenant promptly and neatly dispose of all trash in a way that minimizes disruption, nuisance, noxious odors, and disturbances to other



residents in the Property.

Additionally, Tenant may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony. If Tenant violates local ordinances for removal of trash/recycling and Landlord is fined, Tenant must pay the fine and any costs incurred by Landlord as a result of the Tenant's actions.

Violation of this Paragraph shall subject Tenant to a reasonable fine levied by Landlord in its sole discretion as set forth in the Terms.

**19. ANIMALS**

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the Property unless authorized by Landlord in advance in writing. Except as expressly provided below, if Landlord allows an animal, Tenant must sign a separate Animal Addendum and pay an animal fee.

Any animal shall be the full responsibility of Tenant. Tenant must be consistently in control of the animal. If the animal is not under control or poses a risk to the health or safety of others, Tenant may be asked to remove the animal. Failure to do so shall constitute a Default under this Lease.

All animals, including service or therapy animals, must be harnessed, leashed or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents these devices.

Tenant is responsible for removing or arranging the removal of the animal's waste. This will result in placing the waste in a closed container and then removing the container to an outdoor trash bin.

All animals must be licensed and must display a license or its card at all times.

All animals must have an animal clean bill of health (including vaccinations and immunity shots against rabies) administered by a licensed veterinarian.

A request to have a therapy animal is considered a request for an accommodation. All such requests must be made with at least 30 days' written notice and will be reviewed on a case-by-case basis. Individuals making such requests must establish that they experience a documented disability and that the animal is indeed providing essential therapeutic benefit related to the documented disability.

Landlord will authorize a therapy animal or an emotional support animal after first receiving a written affidavit from a qualified health care professional verifying the Tenant's disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a direct threat to the safety of other occupants of the Property. In such situation Landlord will not require an animal deposit and/or fee. If Tenant knows he/she will require a therapy animal or emotional support animal prior to or at the time of Lease signing, he/she must give 30 days prior written notice to Landlord requesting the accommodation. Landlord reserves the right to deny the accommodation or file for eviction of the Tenant.

Tenant must not feed stray or wild animals.

If Landlord consents to Tenant having a non-therapy animal and/or non-emotional support animal, Landlord will require Tenant to pay an animal security deposit as set forth in the Terms and execute an Animal Addendum. The animal security deposit must be paid at the time the Animal Addendum is signed. If Tenant or any guest violates the pet restrictions (with or without Tenant's knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Unit at any time during the Tenant's term of occupancy (with or without Landlord's consent), Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit. Initial and daily animal-violation charges and animal-removal charges are damages for Landlord's time and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Landlord may remove an unauthorized animal by leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal. Landlord will turn the animal over to a humane society or local authority. Landlord won't be liable for loss, harm, sickness, or death of the animal. Tenant must pay for the animal's reasonable care and kenneling charges. Landlord has no lien on the animal for any purpose. For Tenants with authorized service animals, Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit, if Landlord deems necessary, after the Tenant vacates the Unit after tenancy.

**20. UNAUTHORIZED VEHICLES**

- a. Tenant may not park any vehicle on the Property unless Landlord and Tenant have agreed in writing to allow tenant to park a vehicle on the Property.
- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Property at any time.
- c. Tenant may not wash or clean automobiles or make repairs to automobiles on the Property.
- d. Landlord may tow, at Tenant's expense, any vehicle determined by Landlord to have been Abandoned or parked in violation of this Lease, the Parking Lease, other property parking regulations or otherwise in violation of law.

**21. NOTICES**

Landlord and Tenant must send all notices by: (1) email messaging using Landlord's electronic messenger system ("EMS"), or (2) pre-paid postage via certified or registered mail or nationally recognized overnight courier (e.g., FedEx) only. Hand delivery shall be deemed ineffective notice. "Text messaging" or "texting" shall be deemed ineffective notice.

**22. WRITTEN CHANGES TO THE LEASE**

<sup>7</sup> Lilia J Rosen

<sup>25</sup> Dathan Ralston



All of the promises and understandings between Landlord and Tenant are contained in this Lease. There are no other promises or understandings between the parties. Any changes to this Lease must be in writing signed by both Landlord and Tenant. Neither Landlord nor any of Landlord's representatives have the authority to make any oral promises, representations or agreements. This Lease constitutes the entire agreement between Landlord and Tenant. Landlord's representatives have no authority to waive, amend, or Terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. Notwithstanding, Landlord reserves the right, and Tenant hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to Tenant.

### 23. MAINTENANCE

Landlord agrees to do any maintenance or structure repairs that are needed to the Unit. Tenant agrees to keep the Unit clean, neat and safe. Landlord shall act with customary due diligence to:

- a. keep common areas reasonably clean
- b. maintain fixtures, furniture, hot water, heating, and A/C equipment
- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing
- d. make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable.

Tenant agrees to:

- a. immediately report to Landlord any damages or needed repairs
- b. pay for repairs which are needed due to the fault of Tenant or any of Tenant's family or guests
- c. register with Landlord's EMS and to transmit all maintenance requests through the EMS

Landlord may temporarily turn off equipment and/or interrupt utilities to Tenant's Unit and/or the Property to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment. Landlord will not be liable for any inconvenience, discomfort, disruptions or interference with Tenant's use of the Property because Landlord is making repairs, alterations or improvements to the Unit or the Property. If Tenant requests any repairs, and Landlord approves such request, the repairs will be done during Landlord's usual working hours unless Tenant requests in writing that such repairs be done during other hours. If Landlord approves such request then the Tenant will have to pay in advance any additional charges resulting from such request.

Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. Tenant shall (a) remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, (d) keep climate and moisture in the Unit at reasonable Rises, (e) clean and dust the Unit regularly, and (f) keep the Unit, particularly the kitchen and bath, clean and dry.

Tenant shall promptly notify Landlord through the EMS of the presence of any of the following conditions:

- a. a water leak, excessive moisture, or standing water inside the Unit or any Common Areas
- b. mold or mildew growth in or on the Unit that persists after Tenant has tried to remove it as directed above
- c. a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit

Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection. If Landlord incurs the cost of pest control in Tenant's Unit or the Property as a result of Tenant's actions, all Tenants in the Unit shall be responsible for the cost.

Tenant agrees to maintain the Property in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Tenant shall immediately notify Landlord of the presence of bedbugs and any other pests. Tenant shall (a) keep the Property in a clean and sanitary condition at all times, (b) not introduce any furniture or textiles from unknown sources into the Property, (c) cooperate with Landlord in eradicating any pests, (d) take the measures recommended by a qualified expert, and (e) immediately notify Landlord of any re-infestation or indications that treatment has been ineffective. If Tenant fails to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, Tenant will be responsible for the cost of the treatment to the Property and any costs associated with cleaning other Tenants' belongings or other portions of the Property as necessary to eradicate the infestation.

If Landlord believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Tenant, Landlord may Terminate this Lease by giving the Tenant at least five (5) days' written notice. Landlord may also remove personal property if it causes a health or safety hazard. If the Lease is so Terminated, Landlord will refund prorated Rent, less lawful deductions.

### 24. CHANGES TO THE PROPERTY

Tenant must get written permission from Landlord before Tenant makes any changes, improvements or additions to the Unit. Tenant agrees that Landlord will not pay for changes made to the Unit unless Landlord agreed in writing to pay for the changes. Tenant may not paint any portion of the walls, ceiling, or floor in the Unit or the Property.

### 25. LANDLORD'S ENTRY ONTO THE PROPERTY

Subject to applicable law, Landlord or Landlord's agent may enter the Unit by any means necessary (and Tenant has no right to refuse entry to Landlord if proper notice is given):

- a. by giving Tenant a prior written notice of intent to enter Unit
- b. without notice to Tenant in the event of an emergency or situation where it is impractical to give twenty-four (24) hour notice such as





inspection of possible lease violation, provided Landlord gives Tenant notice of such emergency entry within 24 hours of having made such emergency entry

- c. if noise inside Tenant's Unit constitutes a public nuisance or is too loud to hear someone knock at the door
- d. with reasonable prior written notice to Tenant to show the common area of the Unit and any vacant bedroom to a prospect.

**26. LANDLORD'S RESPONSIBILITY**

Landlord is not responsible for any loss, expense, injury or damage to any person or property caused to items including, but not limited to, theft, fire, ice, snow, rain, water, plumbing or pipe leaks, malfunction of appliances, interruption of any utilities or services of the property, power surges, and sprinkler systems.

Except for Landlord's liability arising under applicable law, Tenant, for Tenant and for Tenant's guests, releases Landlord and Landlord's respective successors, together with each of their officers, directors, shareholders, employees, attorneys, agents and affiliates (collectively, the "released parties") from any and all claims and/or damages (a) for loss or theft of Tenant's or Tenant's guests' personal property and/or (b) which may arise out of any accidents or injuries to Tenant, members of Tenant's family or Tenant's guests, in or about the bedroom, the unit, the building, or the Property, even if such claim or damage was caused in whole or in part by the negligence of the released parties. Tenant assumes for Tenant and all members of Tenant's family and Tenant's guests, any and all risks from any accidents in connection with use of the Unit, the Common Areas, the Property and Property Facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for Tenant's use and at the user's sole risk. Tenant hereby indemnifies Landlord and each of the released parties from and against any and all claims, liabilities, actions, costs and damages which Landlord or any of them may suffer or incur as a result of Tenant's negligence, willful misconduct, and/or violations of this Lease.

**27. SECURITY DEVICES**

Tenant acknowledges and agrees that Landlord is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services"). In the event and to the extent Landlord furnishes any such Security Services, Landlord can, at its sole and absolute discretion, modify or discontinue any of such items provided at any time without notice. Tenant acknowledges and agrees that any and all electronic Security Service equipment and records are the sole and exclusive property of Landlord and shall not be available to Tenant without an order from a court of competent jurisdiction.

**28. LANDLORD'S RIGHTS**

The following are in addition to rights of Landlord under the law.

- a. If Tenant breaks any condition of this Lease, any Addendum to this Lease, or the Rules and Regulations, Landlord can:
  1. collect any past due Rent and utility payments and any sums which are due for the rest of the Term from Tenant
  2. collect damages caused by Tenant, Tenant's breaking any conditions of the Lease, or Tenant's doing of any act which is not permitted by the Lease
  3. go to court to evict Tenant and take possession of the Unit
  4. go to court to recover:
    - (i) Rent or Additional Rent, which is due from Tenant
    - (ii) Damages
    - (iii) to the extent allowed by law, reasonable costs and expenses which are spent by Landlord to enforce this Lease, including court costs, collection costs and attorneys' fees
- b. These are not the only rights Landlord has if Tenant breaks this Lease. Besides ending this Lease and getting a court order to evict Tenant, Landlord can sue Tenant for unpaid Rent and other damages, losses or injuries. If Landlord receives a court order for a money judgment against Tenant, Landlord can use the court process to take Tenant's personal goods, motor vehicles and other assets.

**29. FIRE OR OTHER CASUALTY**

If in Landlord's reasonable judgment, the Unit, the Building or the Property is materially damaged by Fire or other casualty, Landlord may terminate this Lease with written notice within a reasonable time after such determination. If the Landlord does terminate the Lease and Tenant did not cause the loss, Landlord will refund prorated, prepaid Rent, less lawful deductions. If Landlord determines that material damage has not been caused to the Unit, the Building or the Property, or, if Landlord has elected not to Terminate this Lease, Landlord will, within a reasonable time, repair any damages.

**30. LOSS OF LANDLORD'S RIGHTS**

Landlord does not give up rights by accepting Rent, Additional Rent or by delaying, or not enforcing any condition in this Lease.

**31. TAKING OF PRIVATE PROPERTY**

- a. Legal authorities are able to take property after paying for it. This is known as "condemnation."
- b. Tenant agrees that if the Property, part of the Property, or the land on which the Property is located is taken:
  - 1) Landlord can end this Lease for any part of the Property that is taken
  - 2) Landlord is not responsible for claims of Tenant for inconvenience or loss of use of the Property or any part of the Property
  - 3) Tenant, by signing this Lease, has given to Landlord any rights which Tenant may have to any money paid by the legal authorities for the taking of the Property

**32. UNENFORCEABLE LEASE CONDITIONS**

If any court determines that any condition or part of this Lease is illegal or unenforceable, the rest of the Lease shall continue in full force and effect.

**33. SALE OF PROPERTY**

A new owner can end this Lease by giving Tenant 60 days' written notice if there is:

- a. a sale or transfer of the Property
- b. a sale of the land or buildings in which the Unit is located

**34. TRANSFER BY LANDLORD**

Landlord may transfer this Lease without Tenant's prior approval. If transferred, the Tenant's obligations are assigned to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease.

**35. EARLY TERMINATION OF THE LEASE**

This Lease may not be Terminated prior to the end of the Term unless it is agreed to in writing by both Landlord and Tenant and a new Tenant (approved by Landlord) is found to replace the existing Tenant. Landlord has no obligation to end this Lease before the expiration of its Term. If Landlord agrees to end the Lease prior to the expiration of the term, a charge will apply and must be paid before the Lease is officially Terminated. The Application Fees, subject to the provisions of Minn. Stat. 504B.173, and other Fees are never refundable.

**36. RE-LETTING**

Tenant may not transfer this Lease or assign or sublet the Unit, nor any part of the Unit, without Landlord's prior consent, which Landlord may deny in its sole determination. Subject to Landlord's prior written consent, if Tenant wishes to re-let, he/she must provide written notice to the Landlord. If Tenant finds a replacement Tenant acceptable to Landlord and Landlord expressly consents to the replacement, then:

- a. such substitute Tenant will be obligated to pay the standard application fee, which shall be immediately due and payable
- b. the departing Tenant must pay for all damage to the Unit and the Property as provided in this Lease
- c. the departing Tenant will be obligated to pay a re-let fee as set forth in the Terms
- d. the replacement Tenant must meet the rental criteria
- e. the replacement Tenant must fully complete and execute a new Lease and all addenda, and cause a new Guarantee to be executed and delivered
- f. a rekeying fee will be due if rekeying is requested or required
- g. the departing Tenant will no longer remain liable for all Lease Contract obligations for the rest of the original Lease Contract term

**NOT A RELEASE.** The re-letting fee is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of Landlord's damages; that is, Landlord's time, effort and expense in finding and processing a replacement. Tenant agrees that the re-letting fee is a reasonable estimate of such damages and that the fee is due whether or not Landlord's re-letting attempts succeed. The re-letting fee does not release Tenant from continued liability for future or past-due Rent; charges for cleaning, repairing, repainting, unreturned keys, or other sums due.

**SERVICE MEMBERS CIVIL RELIEF ACT:** If, during the term of this lease, Tenant enters military service or, if during military service the Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Tenant may Terminate this lease by delivery of a written notice and a copy of the military orders. Tenant must immediately deliver written notice to Landlord upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due after the notice is delivered. This paragraph is intended to comply with the Service members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.

**37. LEASE RENEWAL**

- a. If you intend to renew your Lease, you must renew the lease by the deadline provided by the Landlord in order to guarantee continuing residence in your Unit and Bedroom. If you don't, we may lease your space to another person and you will be required to move from your space by the Lease Ending Date.
- b. If you desire to transfer to a new Unit or Bedroom upon renewing your lease, you may be required to pay a renewal transfer fee as set forth in the Terms. The option to transfer when renewing is at the sole discretion of the Landlord.

**38. ENDING THE LEASE**

- a. This Lease will end at the time and date listed in the Basic Terms herein. Neither the Landlord nor the tenant may extend the term of this Lease without the written consent of the other party. Failure to leave at the end of Lease shall be a violation of this Lease.
- b. If Landlord fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, Tenant may pursue remedies under state and local law, including the possibility of terminating this Lease, by completing the following:
- c. Tenant must make a request through Landlord's EMS for repair or remedy of the condition - after which Landlord shall have a reasonable time consistent with state and local law for repair or remedy
- d. If the repair or remedy still has not been accomplished within that reasonable time period, Tenant may ultimately Terminate this Lease by giving Landlord a final notice through Landlord's EMS
- e. If this Lease has ended and tenant does not leave on the Lease ending date, Tenant must pay in addition to the normal Rent, a per day charge as Holdover Rent calculated at rent plus twenty-five percent (25%) for the additional time in the unit for the extra time spent in the premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your Holdover.

**39. LEAVING THE UNIT****SURRENDER AND ABANDONMENT.**

Tenant will be deemed to have surrendered the Unit when (1) no one is living in the Unit in Landlord's reasonable judgment at the Lease termination date and time, or (2) all Unit keys and access devices have been turned in to Landlord—whichever date occurs first.

Tenant acknowledges and agrees that prior to the Ending Date, no surrender of the Unit, whether by delivery of keys or other action, shall be deemed to have terminated this Lease or Tenant's obligations hereunder.

**40. TENANT'S DUTIES AT END OF THE LEASE**

In addition to any other duties which the Tenant has under this Lease, Tenant will:

- a. leave the Unit when the Lease ends and return all keys and access devices/remotes to Landlord
- b. return the Unit, including all common areas clean and free of garbage or trash and in good order and repair, reasonable wear and tear excepted
- c. comply with all other terms of this Lease

If requested, Tenant may also be present at the time of the move-out inspection at the end of the lease. Tenant must contact management to schedule an appointment for the inspection at least thirty (30) days prior to the move out date assigned on page 1 of this Lease.

A copy of the move-out procedures, which details the cleaning and Unit standards as well as the potential charges, may be obtained from Landlord at Tenant's request.

**41. ATTORNNMENT**

Tenant hereby agrees that the Tenant will recognize as its Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which this Unit is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage. This Lease is expressly subordinate to any and all mortgages or deeds of trust affecting the Property, whether entered into before or after the date of this Lease.

**42. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT**

Tenant agrees that Landlord does not promise, warrant or guarantee the safety and security of Tenant, Tenant's guests or Tenant's personal property against the negligent, reckless or criminal actions of other Tenants or third parties, except as required by law. In addition, Landlord shall not be liable for any damages or injury to Tenant, Tenant's guests or Tenant's personal property or to any person entering the Unit or the Property, or for injury to person or property arising from casualty occurring in or about the Unit or Property, except as required by law. Tenant agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property of Tenant or any of Tenant's guests regardless of the cause, unless the injury is due to Landlord's negligent or intentional conduct, except as prohibited by law.

**43. ADDITIONAL TERMS**

The Terms attached hereto are part of this Lease and contain important information about your relationship to Landlord under this Lease. Please review them carefully.

**44. RULES AND REGULATIONS**

Landlord may make reasonable rules and regulations to protect:

- a. the Property and the property of other Tenants, neighbors, or other people
- b. the comfort, safety or rights of other Tenants, neighbors, or other people.

Tenant Accountability: Tenants found to be in violation of any portion of the Lease or these Rules and Regulations may be subject to the following: a private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the Property, fines, eviction or criminal and/or civil prosecution.

Violations of these RULES AND REGULATIONS will result in Tenant being billed for Landlord's costs, and may result in fines as follows:

First: A written warning in the form of a first breach of rental agreement will be issued to the Tenant stating the first breach.

Second: A \$250 charge assessed against the Tenant.

Third: A \$1000 charge assessed against the Tenant.

Fourth: Possible Eviction

The fines above may be increased at Manager's discretion and manager may elect to fine or evict Tenant for any single violation of the rules and regulations, should manager reasonably believe the infraction was severe enough to warrant such action. Fines will double and/or result in eviction in the event the Tenant is found to have lied to or deceived the Landlord when discussing the details of a lease violation.

**45. VANDALISM**

Vandalism of any Bedroom, Unit, and/or Property is prohibited.



**46. SECURITY CAMERAS**

The common areas or certain parts of the common areas of the Property may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under state or local statutes and legal action by Landlord. No cameras exist in any restroom or tanning bed room. Tenant hereby acknowledges that the restrooms and tanning bed rooms are the only areas, besides the Unit, on the Property where there is a reasonable expectation of privacy.

**47. BALCONIES, PATIOS, WINDOWS, AND CARE OF UNIT**

All Balcony and patio areas are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the Property and within the Unit, including balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. Gas and charcoal grills are not allowed on patios or balconies. Tenant further agrees that they will be solely responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule, whether by Tenant or its guests. Landlord reserves the right to remove and discard any items or rubbish stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire Unit unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the Tenants occupying said Unit.

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, Tenant may not remove such blinds. If Tenant installs draperies over the blinds, any damage will be repaired at Tenant's expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a Unit, or displayed on the inside of Unit so as to be visible from the outside of Unit. Screens, if provided, must remain permanently in place at all times and should never be removed.

Damage to property, including, but not limited to, paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the Unit caused by leaving windows or doors open during inclement weather will be the responsibility of Tenant.

Any item coming off a patio or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Tenant understands that in the event that ANY items come off a balcony or window, due to any action by the Tenant or Tenant's guests, Tenant will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. In the event of abuse of the balcony or violation of this rule, Landlord reserves the right to secure the balcony door so that Tenant may not access the balcony.

**48. NO SOLICITATION OR DISTRIBUTION OF MATERIALS**

Tenant(s) may not distribute, post or hang any signs or notices in any portion of the Property, without written approval from Landlord. Solicitation shall not be permitted at the Property, either by Tenant or others.

**49. LOCKS AND KEYS**

Locks may not be changed or added by Tenant without prior written permission of Landlord. Locks must be left in place upon vacating the Unit. Landlord must have keys to all changed locks. All keys and, if applicable, gate cards, internet, television devices, equipment access devices and remotes must be returned to Landlord upon termination of occupancy, or Landlord may charge actual replacement costs plus a 15% administrative fee. Please refer to "Terms" page.

**50. NO SMOKING**

Smoking is strictly prohibited anywhere on the Property including, but not limited to, in the Unit, all amenity areas, and common areas (including the pool deck). Any Tenant found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Disabling smoke detectors is a default under this Lease.

**51. STAFF COMPLIANCE**

Tenants are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this Lease or by law, shall subject Tenant to an immediate fine of up to \$1,000 and/or eviction.

**52. PARTIES**

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the Property. Kegs are prohibited on the Property and within the Unit and on balconies. Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.

Landlord or its agents may make periodic inspections of Tenant's Unit in order to ascertain any physical problems and also to ensure that Landlord's property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and Tenants of Unit may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. Tenant(s) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the Landlord's discretion.



Tenant, on behalf of Tenant and Tenant's guests and invitees, agrees to use and occupy the Unit in strict accordance with all applicable laws, regulations and ordinances. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this Lease. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

**53. PLUMBING AND GARBAGE DISPOSAL**

Sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by Tenant.

Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event Landlord is called to fix a disposal and such materials are found therein, Landlord reserves the right to charge Tenant for the expense occurred.

**54. MAIL**

The mailbox is to be used jointly by all the Tenants assigned to Tenant's Unit. Packages may be received at the office. However, Landlord takes no responsibility for lost, damaged or stolen property left with the office. If Tenant decides to have packages dropped at the office, Tenant is doing so at Tenant's own risk. Landlord encourages all Tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. Landlord reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if Landlord is not comfortable accepting a particular package.

If the Postmaster serving the Apartment Property has instituted or begins instituting during this Lease "single drop delivery", Landlord will place Tenant's mail in the mail box, but assume no liability for mis-delivery, delays in delivery and/or failure of delivery.

**55. GUESTS / DELIVERIES**

Landlord acknowledges the right of Tenant to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than two consecutive 24-hour periods must receive written approval from Landlord. If Tenant violates this Section, Tenant will be charged a fee as set forth in the Terms for each night on which an unauthorized guest stays overnight (i.e., longer than two consecutive 24-hour periods) and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. Tenant will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this Lease.

Tenant's guests must abide by these RULES AND REGULATIONS. As host, Tenant is held accountable and is responsible for the conduct of Tenant's guests at all times. All guests entering the building must be registered through Landlord's guest registry system and have a valid photo ID on their person at all times.

Landlord will utilize Tenant's phone number and/or email address to verify guests in the guest registration system. Therefore, it is the responsibility of the Tenant to notify Landlord if there is a change in telephone number, email address, or general contact information. Landlord reserves the right to deny any guest access to the Property for any reason including non-payment of rent by Tenant.

No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from Tenant, and even with Tenant's prior written permission, Landlord shall have no obligation to provide a key to any such person.

Guests become the responsibility of Tenant once they enter the building. From the time the guest enters the building until he/she reaches an apartment, they are the guest of the Tenant who submitted their name to the guest registry system.

Tenant will be responsible for the cost of repairs for any and all damages caused, in whole or in part, by an excess number of people within the Unit. Tenant is responsible for the actions of Tenant's guests at all times while guests are on the Property or in any Unit. Landlord may exclude guests or others who, in Landlord's judgment, have been violating the law, violating this Lease or any property rules, or disturbing other Tenants, neighbors, visitors, or Landlord's representatives. Landlord may also exclude from any patio/balcony or anywhere on the Property a person who refuses to or cannot identify himself or herself as Tenant or Tenant's guest. Tenant's failure to comply with Landlord's request of exclusion of a guest will result in eviction of Tenant. Landlord reserves the right to limit the number of guests of permitted to enter the building.

**56. NOISE**

Tenant, members of Tenant's family, and guests shall at all times maintain order in Unit and at all places on the Property, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine Tenant, contact guarantors, or declare Tenant in violation of the Lease due to excessive noise and disturbances. Landlord and/or its agents on duty are the sole judge(s) of excessive volume rises, and reserve the right to enforce these rules.



Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to Landlord or Landlord's representative immediately. Tenant waives all rights to privacy when noise coming from Unit is so loud that Tenant is unable to hear Landlord knock. Landlord may enter unit to lower or eliminate noise Rises.

Tenant will be found in violation of this Lease and will be subject to fines and other disciplinary action if Landlord receives notice from the Police Department that noise Rises were excessive.

#### 57. COMMON AREAS

Tenant recognizes that the common area facilities, which may include such items as an Exercise Room, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "Facilities"), have been made available by Landlord to Tenant.

Policies for Facilities are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these Facilities and/or eviction.

Only the Tenant and the invited guests accompanied by Tenant may use the Facilities provided by Landlord. Facilities may be used by such persons only in strict compliance with the posted policies and procedures. From time to time supplemental rules and regulations may be adopted by Landlord with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to Tenants.

Neither Tenant nor Tenant's guests may use the Facilities, parking lots or grounds in such a manner that interferes with the enjoyment of other Tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Use of common areas within the Property shall be governed by these RULES AND REGULATIONS and any Policies posted in the Facilities. Facilities shall be used at the risk of Tenant and Tenant's family and guests. No guest shall be permitted within the Facilities unless Tenant is also present. Tenant indemnifies Landlord and holds Landlord harmless against all claims for personal injury sustained by Tenant and Tenant's family and/or guests in their use and enjoyment of the Facilities. Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the Property.

In order to use Facilities, Tenant agrees that:

- a. Tenant shall not permit any guests to use Facilities without Tenant present
- b. Tenant shall use Facilities in a prudent manner, consistent with the customary use of the Facilities.
- c. Tenant shall not use Facilities in a manner which is offensive or dangerous to Tenant or any users of Facilities.
- d. Tenant will follow policies as established by Landlord in connection with the operation of Facilities.
- e. Landlord shall have the right to discontinue providing any or all Facilities at any time and for any reason.
- f. Landlord does not provide attendants or supervision of any kind for Facilities.
- g. Landlord has made no representation (i) that Landlord's representatives have any expertise in the operation of Facilities, (ii) that Facilities are fit for any particular purpose or (iii) as to the physical condition and operation of Facilities
- h. Use of Facilities by Tenant shall be wholly at Tenant's own risk.

Landlord reserves the right to prohibit use of Facilities to any individual that Landlord, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized pets are not allowed within the Facilities or Unit at any time for any reason. A fine as set forth in the Terms will be assessed to Tenant for any violation of this policy by Tenant or Tenant's guest; payment of any such fine shall not relieve Tenant of Tenant's obligation to remove the unauthorized pet from the property.

In connection with Tenant's use of Facilities, Tenant is responsible for payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's guests (which are prohibited from using Facilities); and

Tenant may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

#### 58. POOL/SPA/OUTDOOR RECREATION AREA USE

If an pool/spa/outdoor recreation area is provided, Landlord shall (in its sole discretion) have the right to require Tenants and Tenant's guests to wear Landlord-issued wristbands while in these areas at such times as Landlord requires. If Landlord so requires, Tenants will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband may be required to leave these areas and may be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the pool/spa/outdoor recreation area. Individuals caught smoking or possessing glass will be subject to an immediate fine as set forth in the Terms and will be required to leave these areas. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

#### 59. FITNESS FACILITY



If a fitness or activity facility (including, without limitation and by way of example only, a fitness room, bowling alley, climbing wall, pool, boxing ring, billiards room, etc.) (each, a "Fitness Facility") is provided, you understand that the use of the Fitness Facility at the Premises and its equipment is solely at your own risk. To the extent permitted by law, neither Owner, not Manager, or any of its employees (collectively the "Owner Parties" assumes any liability for injuries you, or your guests may sustain from use of the Facility or equipment. You expressly acknowledge that there are certain dangers and risks inherent in the use of exercise facilities, which may result from accidents, negligence, the use of equipment, exercise or other activities, or due to your physical condition. You expressly acknowledge that you voluntarily assume sole risk for any and all dangers, illnesses, damages, personal injuries and death that may result while using the Fitness Facility and/or while participating in exercise with or without instruction. You represent that you understand the potential risk to one's health while exercising and/or using the Fitness activity, which may include severe injury or death.

Rules may be posted at the Fitness Facility and you agree to follow any additional rules posted. You should consult a physician before using any fitness equipment. We urge you to be considerate of others and wipe down equipment after its use. You agree to report any damaged or broken equipment to the management office immediately, so that the equipment may be placed "Out Of Service" until repairs have been made. You will not attempt to make any repairs to the equipment yourself. You understand that the use of these facilities is a privilege that may be revoked if I abuse the equipment or guidelines. By utilizing any equipment in a Fitness Facility or by being present in a Fitness Facility, you will be deemed to have represented and warranted that you fully understand all risks normally associated with participation or presence in such Fitness Facility or activity and fully indemnify and release Landlord from any and all injuries and damages caused to you. You agree that you may not enter any Fitness Facility without Landlord's prior consent, that you will not allow anyone to access a Fitness Facility unless that person has received Landlord's consent, and that Landlord reserves the right to deny access to any Fitness Facility to any Tenant or other person whom Landlord judges to be a risk to the safety of any person or equipment located therein.

#### 60. **FIRE SAFETY**

Immediately call 911 in the event of a fire emergency.

Landlord shall furnish smoke detectors in good working order, when Tenant first takes possession. Tenant must immediately report smoke detector malfunctions to Landlord. Neither Tenant nor others may disable smoke detectors. If Tenant disconnects or intentionally damages the smoke detector or does not replace batteries as needed, Tenant may be liable to Landlord for necessary damages as stated in state statutes. If Tenant disables or damages the smoke detector or fails to report malfunctions to Landlord, Tenant will be liable to Landlord and others for any loss, damage, or fines from fire, smoke, or water. Tenant is responsible for the cost of battery replacement for the smoke detectors.

Tenant agrees:

- a. to notify Landlord immediately through Landlord's EMS if Tenant perceives there to be any problem, defect, malfunction or failure with the smoke detectors in Unit
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed
- c. that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s)
- d. that Tenant assumes 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 detector(s). This responsibility will exist even if 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 the smoke detector(s)
- e. that Landlord is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences

If Tenant's Unit contains an overhead sprinkler system, Tenant must take care not to intentionally or unintentionally trigger the overhead sprinkler system in Tenant's Unit. Tenant may not hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any damage that occurs as a result of such situations. Tenant will be responsible for any and all damages to the Unit, other units, and the Property resulting from Tenant's triggering of the sprinkler system through carelessness, negligence, or misconduct.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within Unit or any area of the Property. Neither Landlord nor Management Company will be responsible for any damage resulting from the use of such items.

#### 61. **WEAPONS**

Possession of any weapon (or ammunition) is prohibited unless Tenant is required by law to possess it, in which case Tenant must disclose to Landlord in advance both:

1. The law obligating Tenant to possess, and
2. A detailed description of any such weapon.

This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

**62. HARASSMENT**

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors may lead to disciplinary action as determined by Landlord in its reasonable discretion, leading up to and including fines or eviction.

**63. PHOTOGRAPHS**

Tenant hereby gives Landlord permission to take photographs during Landlord hosted functions or activities which may then be used for the Property newsletter, bulletin board, website, social media, or other publications for marketing purposes.

**64. DRUG POLICY**

Tenant, and all guests or invitees of Tenant, shall not engage in the illegal possession, manufacture, purchase, sale, use, or distribution of drugs or controlled substances (or related paraphernalia) in the Unit or elsewhere on the Property or Premises. Violation of this provision shall be deemed a material violation of the Lease and constitute good cause for immediate remedial action by Landlord in Landlord's sole discretion, leading up to and including (without limitation) fines and the institution of eviction proceedings.

**65. OFAC COMPLIANCE**

(a) Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned (whether directly or indirectly) by any Embargoed Person (as hereinafter defined); (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant shall be prohibited by law or that the Lease is in violation of law; and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any executive orders or regulations promulgated thereunder with the result that any investment in or payment made to Tenant shall be prohibited by law or that Tenant shall be in violation of law.

(b) Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (ii) to immediately notify Landlord in writing if any of the representations, warranties, or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached; (iii) to not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease; and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

**66. COUNTERPART SIGNATURES**

This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

67. The following notice is required by Minn. Stat. § 504B.305: A seizure under § 609.5317, Subd. 1, for which there is not a defense under § 609.5317, Subd. 3, constitutes unlawful detention by Tenant.





### Crime Free Lease Addendum

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis.
2. Tenant shall not engage in any act intended to facilitate criminal activity.
3. Tenant shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, and member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.
5. **VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood that single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
7. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Landlord and Tenant.

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**TERMS AND CONDITIONS (the "TERMS")**

Tenant acknowledges that the following Terms apply to, and are a part of, the foregoing Lease at Identity Dinkytown:

**UNIT DETAILS**

Furnished	Yes
Washer/Dryer included	Yes

**FEES**

Type of Fee/Charge	Amount of Fee/Charge Payable by Tenant to Landlord
Security Deposit (If applicable)	[\$ amount for SD; or "Not applicable" if no SD for property]
Room Reassignment or Transfer Fee (if granted by Landlord)	\$150.00
Renewal Transfer Fee (if transfer upon renewal is granted by Landlord)	\$150.00
Late Rent Charge	\$50.00 commencing on the fourth (4th) day of the month on which any installment payment of Rent was due, and an additional \$15.00 for each and every day thereafter (including any portion of a day) until Tenant's account is paid in full, up to a maximum of eight percent (8%) of the overdue Rent payment.
Returned Payment Charge	\$50.00
Administrative Fee for Landlord's Procurement of Liability Insurance for Tenant (If Applicable)	Up to \$15.00 per month
Violation of Trash/Refuse Rules	Up to \$50.00 per occurrence or per item
Re-Letting Fee (if re-letting is granted by Landlord)	\$350.00
Unauthorized Guest Fine (more than two consecutive 24-hour periods)	\$50.00 per day
Unauthorized Pet Fine	\$500.00
Fine for smoking or possession of glass in outdoor recreation area	\$250.00
Request for authorized personnel to unlock unit/bedroom	\$20.00
Replacement key FOB	\$75.00
Replacement Bedroom key	\$50.00
Replacement Mailbox key	\$30.00
Replacement Gate Remote (If applicable)	\$75.00
If key FOB is not returned to Landlord	\$75.00
Request for Locks to be Changed	\$75.00
Utility Billing Administration Fee	\$6.00/ month or \$72.00 annually

**UTILITIES**

How Electric Charges are Calculated:

Resident will pay for electric charges in the following manner: The monthly electric bill from the utility provider will remain in Landlord's name, and shall be divided evenly among all occupants in the unit, and presented to Resident by Landlord's third party billing provider. Resident's pro-rata share of such charges shall be billed monthly as a separate charge and considered Additional Rent. Resident agrees that Owner may estimate any and all utility charges upon Resident's move-out (or at any other time) and such amounts shall be deemed final

	Provided by Landlord		Not Provided	Monthly Cap per Tenant
	Included in Rent	Paid by Tenant	Setup and Paid by Tenant	
Electricity		x		
Water	X			
Sewer	X			
Gas	X			
Trash	X			
Internet	X			
Cable	x			

**PAYMENT OF RENT:**

Each and every payment of Rent, including all installment payments, shall be made payable to Identity Dinkytown at the following address: 405 15<sup>th</sup> Ave SE, Minneapolis, MN 55414

## Special Notification of Contractual Obligation & No-Show Policy Identity Dinkytown

10/28/2022

Dear Lilia J Rosen:

We want to thank you for choosing Identity Dinkytown as your home for the upcoming academic year. We are committed to ensuring your home is an incredible place to live, study, and enjoy your academic and collegiate experience.

**You are currently signing a legally binding contract.** This is an enforceable lease agreement that you are responsible for upon completing this lease signing process. However, we know that sometimes things change in your life and want to ensure you know your options in the event that you do not intend to move in.

- **If your plans change, you should always communicate with us to ensure we know.** Please do not think that avoiding our calls, texts, or emails is the best method. Being honest and direct is the best way. We want to help if we can. We certainly cannot if we do not know you don't plan to move in.
- **Re-letting: You can attempt to re-let your lease to someone else.** You are responsible for finding someone to take over your lease, and the new person must sign a lease with us before you will be let out of your lease. We may have the right to charge you a re-let charge according to the terms of your lease.

### No-Show Policy:

- **If you do not move in at the start of your lease, you will be responsible for the full amount for the entire term.** Notifying us of your intentions not to move in does not remove your obligation. You must find a re-let (and, if applicable, pay the re-let charge) to be let out of your lease.
- **If you do not re-let your lease and do not move in: Your account, along with any/all guarantors, may be sent to collections.** The collections agency will attempt to collect the debt owed. This may cause a long-lasting negative impact on your credit report and credit history.

Thank you again for choosing Identity Dinkytown. Please let us know at **(612) 778-9884** or **info@identitydinkytown.com** if you have any questions or your plans change at any time. Please note that this notification is merely a summary of certain terms of your lease, and this notification is in all ways subject to the terms of your lease.

Sincerely,

The Identity Dinkytown Management Team  
(612) 778-9884  
info@identitydinkytown.com

<sup>1</sup> *Lilia J Rosen*      <sup>2</sup> *Dathan Ralston*

# Identity Dinkytown - Lease Agreement Packet

## Signature Details

	Signer	IP Address	Date Signed
<b>Identity Dinkytown - Lease - Primary Agreement</b>			
1	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
2	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
3	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
4	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
5	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
6	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
7	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
8	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
9	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
10	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
11	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
12	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
13	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
14	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
15	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
16	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
17	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM
18	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:44 PM

19	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
20	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
21	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
22	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
23	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
24	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
25	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
26	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
27	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
28	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
29	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
30	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
31	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
32	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
33	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
34	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
35	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM
36	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:29 AM

**CA - Addendum - Contract Obligation**

1	<b>Lilia J Rosen</b> Primary (15603170)	96.93.229.22	10/29/2022 08:46:43 PM
2	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/12/2023 11:08:33 AM

# **EXHIBIT B-1**



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# Apartment Guaranty Form

The undersigned, as Guarantor(s) signing this Lease Guaranty, guarantee all obligations of TENANT(S) under the Lease, the Addendum(s), the Rules and Regulations and any Parking Lease Agreement (hereinafter sometimes collectively referred to as the "Lease Documents") described below.

**LANDLORD:** CA Student Living Dinkytown II LLC

**TENANT:** Macy J White

**Lease Sign Date:** 10/30/2022

**Property Address:** 405 15th Ave SE Minneapolis, MN 55414

**Unit Number:** UNIT shall be determined prior to TENANT moving into the Property

In consideration of LANDLORD entering into the Lease with TENANT, the undersigned, irrevocably, absolutely and unconditionally warrant and guaranty to LANDLORD, jointly and severally, the full, timely payment and faithful performance of all the terms, covenants, and conditions of the Lease Documents by the TENANT and guarantees payment in full of all sums that may become due and owing the LANDLORD by TENANT in accordance with the Lease Documents, whether by their terms, by acceleration or otherwise. This Guaranty will remain in full force and effect notwithstanding any and all subsequent modifications, extensions, amendments or renewals of the Lease, without notice to or the consent of Guarantor and/or a change in apartment number or floor plan type or number, which may be agreed to from time to time between the TENANT and LANDLORD. A copy of the Lease is attached hereto. If the LANDLORD delays or fails to (i) exercise its rights under the Lease Documents, (ii) pursue remedies, (iii) give notices, or (iv) make demands of you, as Guarantor, you will not consider it as a waiver of our rights as LANDLORD. All of the LANDLORD'S remedies against TENANT apply to the Guarantor as well. TENANT and Guarantors are jointly and severally liable for TENANT'S responsibility under the Lease Documents. It is not necessary for the LANDLORD to exhaust remedies against TENANT in order for Guarantors to be liable. This Guaranty shall terminate on the later of the date: (a) the indebtedness of TENANT to LANDLORD under the Lease has been paid in full, or (b) all obligations of Guarantor under this Guaranty have been satisfied.

Guarantors represent to LANDLORD that all information submitted by Guarantors during the application process and contained in this Guaranty is true and complete. You authorize that LANDLORD or its agents may make verifications of such information via a credit check, consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you as Guarantor to sign any of the Lease Documents or to be named in the Lease Documents. The Guaranty does not have to be referred to in the Lease Documents. If LANDLORD seeks to enforce this Guaranty, it will be in the county and State where the Leased UNIT is located and you agree to submit to that court's jurisdiction.

**Guarantor Name:** Cully White  
**Home Phone #:** (414) 759-7070

**Email Address:** cullywhite@gmail.com

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<sup>1</sup> Cully R White      <sup>2</sup> Dathan Ralston

# Identity Dinkytown - Lease Agreement Packet

## Signature Details

	<b>Signer</b>	<b>IP Address</b>	<b>Date Signed</b>
	<b>CA - Lease - Guarantor Agreement</b>		
1	<b>Cully R White</b> Guarantor (15614822)	65.30.147.68	10/30/2022 09:16:48 PM
2	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	01/03/2023 01:42:11 PM



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# **EXHIBIT B-2**



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# Apartment Guaranty Form

The undersigned, as Guarantor(s) signing this Lease Guaranty, guarantee all obligations of TENANT(S) under the Lease, the Addendum(s), the Rules and Regulations and any Parking Lease Agreement (hereinafter sometimes collectively referred to as the "Lease Documents") described below.

**LANDLORD:** CA Student Living Dinkytown II LLC

**TENANT:** Mckenna M Nagy

**Lease Sign Date:** 10/30/2022

**Property Address:** 405 15th Ave SE Minneapolis, MN 55414

**Unit Number:** UNIT shall be determined prior to TENANT moving into the Property

In consideration of LANDLORD entering into the Lease with TENANT, the undersigned, irrevocably, absolutely and unconditionally warrant and guaranty to LANDLORD, jointly and severally, the full, timely payment and faithful performance of all the terms, covenants, and conditions of the Lease Documents by the TENANT and guarantees payment in full of all sums that may become due and owing the LANDLORD by TENANT in accordance with the Lease Documents, whether by their terms, by acceleration or otherwise. This Guaranty will remain in full force and effect notwithstanding any and all subsequent modifications, extensions, amendments or renewals of the Lease, without notice to or the consent of Guarantor and/or a change in apartment number or floor plan type or number, which may be agreed to from time to time between the TENANT and LANDLORD. A copy of the Lease is attached hereto. If the LANDLORD delays or fails to (i) exercise its rights under the Lease Documents, (ii) pursue remedies, (iii) give notices, or (iv) make demands of you, as Guarantor, you will not consider it as a waiver of our rights as LANDLORD. All of the LANDLORD'S remedies against TENANT apply to the Guarantor as well. TENANT and Guarantors are jointly and severally liable for TENANT'S responsibility under the Lease Documents. It is not necessary for the LANDLORD to exhaust remedies against TENANT in order for Guarantors to be liable. This Guaranty shall terminate on the later of the date: (a) the indebtedness of TENANT to LANDLORD under the Lease has been paid in full, or (b) all obligations of Guarantor under this Guaranty have been satisfied.

Guarantors represent to LANDLORD that all information submitted by Guarantors during the application process and contained in this Guaranty is true and complete. You authorize that LANDLORD or its agents may make verifications of such information via a credit check, consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you as Guarantor to sign any of the Lease Documents or to be named in the Lease Documents. The Guaranty does not have to be referred to in the Lease Documents. If LANDLORD seeks to enforce this Guaranty, it will be in the county and State where the Leased UNIT is located and you agree to submit to that court's jurisdiction.

**Guarantor Name:** Colleen White

**Home Phone #:** (262) 993-5338

**Email Address:** colleenmnagy@gmail.com

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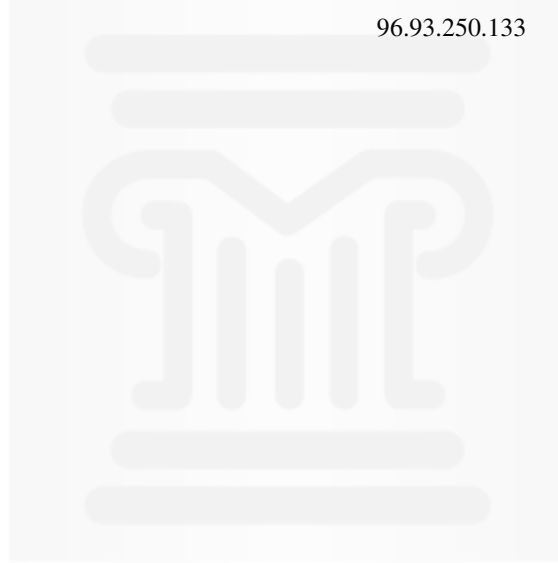
<sup>1</sup> Colleen N White

<sup>2</sup> Dathan Ralston

# Identity Dinkytown - Lease Agreement Packet

## Signature Details

	<b>Signer</b>	<b>IP Address</b>	<b>Date Signed</b>
	<b>CA - Lease - Guarantor Agreement</b>		
1	<b>Colleen N White</b> Guarantor (15614831)	65.30.147.68	10/30/2022 07:11:04 PM
2	<b>Dathan Ralston</b> Owner/Manager	96.93.250.133	12/08/2022 12:17:49 PM



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# EXHIBIT C



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EST. 2023 DINKYTOWN, MINNESOTA

# FALL 2023 MOVE-IN FREQUENTLY ASKED QUESTIONS

## WHEN CAN WE EXPECT TO MOVE INTO IDENTITY DINKYTOWN?

Based on the most recent update from the general contractor, we are anticipating a move-in to the building in mid-September. Once the building is ready to occupy, we will begin moving residents into the property in phases, starting with the higher floors, working our way to the ground floor. Given the dynamic nature of the final stages of the construction process, we are unable to provide an exact move-in date right now and would like to emphasize that this **timeline is subject to change**. As we learn more, we will keep residents informed via email.

## WHY CAN'T WE MOVE-IN ON OUR ORIGINAL MOVE-IN DATE?

Regrettably, there were unforeseen and unavoidable delays that impacted the delivery schedule of the building. However, the construction team is working tirelessly and have assured us they are doing everything they can to get the remaining construction completed as quickly as possible.

## WHAT OPTIONS DO I HAVE NOW THAT WE CANNOT MOVE IN ON MY MOVE-IN DATE?

Residents have until **Friday August 11, 2023, at 5:00 P.M. (CST)** to select from the following options, which will begin on your lease start date:

### Option #1 – Provide Your Own Accommodation Until Move-In\*

- \$150 gift card per day provided until move-in
- Rent abatement per day until move-in

*\*If you select Option #1, we recommend you understand the terms and conditions for early terminations and/or extensions associated with your alternate accommodation prior to booking.*

### Option #2 – Alternate Housing Accommodation Provided by Identity Dinkytown\*\*

- Alternate accommodation at a hotel near the university provided by Identity Dinkytown until move-in
- \$80 gift card per day provided until move-in
- Rent to be paid per the installment schedule according to the lease agreement

*\*\*If you opt for Option #2, we will issue an addendum for your signature confirming the need for alternate accommodations.*

## CAN I CHANGE MY MIND ON WHICH OPTION I CHOOSE?

Yes. The deadline to make – or change – your decision between **Option #1** or **Option #2** is August 11<sup>h</sup>, 2023, at 5:00 P.M. (CST). **If you do not provide your selection by the deadline, you will be auto-enrolled in Option #1.**

*Last Updated: Thursday, August 10, 2023*

Property Address: 405 15th Ave SE Minneapolis, MN 55414

Leasing Office Address: 1325 4th St SE Minneapolis, MN 55414

651.377.2914 | info@identitydinkytown.com | identitydinkytown.com



## DO I STILL HAVE TO PAY RENT?

Residents who select **Option #1** will receive a daily rent abatement until they are able to move into the Identity Dinkytown property. Residents who select **Option #2** will be required to pay rent per the installment schedule according to their lease agreement. See below on how to calculate your daily rental abatement:

<b>12</b>	<b>X</b>	<b>\$1399</b>	<b>=</b>	<b>\$16,788</b>
#of installments		Monthly payment		Lease total
<b>\$16,788</b>	<b>÷</b>	<b>351</b>	<b>=</b>	<b>\$47.83</b>
		Days of lease 08/27/2023 or 08/31/2023)		Daily rent abatement

## IF I SELECT THE GIFT CARD OPTION, HOW DO I GET MY GIFT CARD?

The digital gift card provided for both options will be available via Community Rewards. Inside the Community Rewards platform, you will be able to choose from a list of gift card brands including VISA, AMEX and Mastercard (which can be used similarly to a traditional credit card with Apple/Google Pay). NOTE: Only Mastercard can be used if your Community Rewards account balance is greater than \$75. Once you select your gift card type you will receive instructions from the gift card merchant on how to utilize your gift card.

## WHAT ABOUT PARKING?

Residents who currently have a parking space at Identity Dinkytown **AND** elect **Option #2**, will have an alternate accommodation for parking until move-in at Identity Dinkytown is available. Residents who opt for **Option #1** will be responsible for securing their own parking accommodations but will be credited back their parking rent as indicated on your Identity parking lease agreement as part of the daily rental abatement.

## WHAT ABOUT MY PACKAGES?

Please do NOT ship any items to Identity Dinkytown. Any items that are shipped to the site or office will be returned to sender. Identity Dinkytown is not responsible for lost or stolen packages that are shipped to the site prior to a residents move-in.

## WHO SHOULD I LOOK TO FOR INFORMATION ON THE CONSTRUCTION TIMELINE?

The Identity Dinkytown team, operated by CA Management Services (CAMS), will continue to provide frequent and transparent updates until move-in. Please reach out to the Identity Dinkytown/CAMS staff with any information sourced from outside of our team before considering it credible.

Last Updated: Thursday, August 10, 2023

Property Address: 405 15th Ave SE Minneapolis, MN 55414

Leasing Office Address: 1325 4th St SE Minneapolis, MN 55414

651.377.2914 | info@identitydinkytown.com | identitydinkytown.com



## WHERE CAN I STORE MY STUFF?

With either Option #1 or #2, you have the flexibility to use the daily gift card to apply toward the cost of a storage should you require this. Below we have provided a few links to available storage facilities around the area.

### [Extra Space Storage](#)

1227 E Hennepin Ave, Minneapolis, MN 55414

(612) 293-3597

### [Public Storage](#)

1385 N Hunting Valley Rd, St. Paul, MN 55108

(612) 800-0357

### [Public Storage](#)

2516 Wabash Ave, St. Paul, MN 55114

(651) 968-8585

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# EXHIBIT D



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11:15



Resident FAQ's.pdf ▾

Done

- \$80 gift card per day provided until move-
  - Rent to be paid per the installment schedu
- \*\*If you opt for Option #2, we will issue an ad accommodations.*

## **CAN I CHANGE MY MIND ON WHICH**

Yes. The deadline to make – *or change* – your P.M. (CST). **If you do not provide your selecti**

*Last Updated: Tuesday, July 25, 2023*

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Leasing Office Address: 1325 4th St SE Minnea

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