



RESIDENTIAL LEASE AGREEMENT

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1. Date _____
2. Page 1 of _____

3. Lease Agreement ("Lease"), dated _____, pertaining to the lease of the property
4. located at Street Address: 11 Elizabeth Street
5. Unit Number: _____, City of Duluth
6. County of St. Louis, State of Minnesota, Zip Code: 55803

7. ("Premises"), by and between (list all Tenants) _____
8. _____ ("Tenant")
9. and _____ ("Owner"). The

10. Premises include a [X] garage [] storage unit [] parking stall identified as garage/unit/stall number _____.
(Check all that apply.)

11. The Premises [] ARE [X] ARE NOT part of a Common Interest Community ("CIC"). If the answer is "ARE," see the
(Check all that apply.)
12. attached Addendum to Residential Lease Agreement: Common Interest Community ("CIC").

13. 1. TERMS OF LEASE: The following provisions and definitions apply to this Lease. They are modified and supplemented
14. by the remaining terms of this Lease.

15. (a) Term: The term means the period of time starting on _____
16. and ending on _____.

17. (b) Rent: The rent is \$ _____ per month.
18. If the Lease starts or ends on a date other than the first or last day of the month, the rent for that partial month
19. shall be as follows: (Check all that apply.)

20. [] First month rent, if partial month, is \$ _____
21. [] Last month rent, if partial month, is \$ _____

22. (c) Utilities: (see Paragraph 4)
23. [] Paid by [] Tenant [] Owner.
(Check one.)

24. [X] Paid in part by each with Tenant to pay for Electricity, Telephone, Internet, & Cable
25. and Owner to pay for Heat, Water, & Garbage.

26. (d) Security Deposit: The security deposit is \$ _____, and
27. shall be held by _____.

28. (e) Late Fee: The late fee is \$ 25.00 (not to exceed eight percent (8%)
29. of the overdue rent amount).

30. (f) Pets: (see Paragraph 7)
31. [X] Pets are not allowed.
32. [] Pets are allowed and Tenant may have _____ cats and _____ dogs on the Premises and no pet
33. may weigh more than _____ pounds. Tenant shall be allowed to have _____
34. on the Premises.

35. Additional payments:
36. [] There shall be a pet rent of \$ _____ per month.
37. [] There shall be a one-time, non-refundable pet fee of \$ _____.
38. [] There shall be a refundable pet deposit, collected in addition to the security deposit, of
39. \$ _____, which may be retained by Owner to the extent that it is needed
40. to make repairs to the Premises that were caused by the pet(s). The pet deposit shall be governed by
41. MN Statute 504B.178.

RESIDENTIAL LEASE AGREEMENT

42. Page 2 Date _____

43. Premises located at 11 Elizabeth Street Duluth 55803

44. (g) **Occupants:** The occupants of the Premises are _____

45. _____

46. _____

47. (h) **Notices:** Addresses for Notices:

48. If to Owner: _____ If to Tenant: _____

49. Edmunds Company _____

50. 2200 Water Street _____

51. Duluth MN 55812 _____

52. _____

(Phone)

(Phone)

53. (i) **Lead-Based Paint:** The Premises WERE WERE NOT built before 1978. If "were" is checked, _____
------(Check one.)-----

54. Tenant acknowledges receipt of a copy of the disclosure identified in Paragraph 28. _____
(Tenant's initials.)

55. 2. **TERM:** This Lease is for the term set forth in Paragraph 1(a), unless sooner terminated as provided here, or unless
56. extended by written agreement by Tenant and Owner prior to the end of Lease term. If Owner and Tenant fail to
57. agree to mutually acceptable extension/renewal terms, this Lease shall terminate according to its original term.

58. 3. **RENT:** During the term of this Lease, Tenant shall pay the rent specified in Paragraph 1(b). Rent shall be paid by
59. Tenant to Owner on or before the first day of each and every month during the Lease term. Rent is considered
60. paid when received by Owner. Each Tenant is individually responsible for payment of the full amount of the rent
61. to Owner, including additional rent as defined in this Lease. Tenant's obligation to pay rent shall survive the
62. termination of this Lease. Tenant must continue to pay all rent even if Tenant surrenders the Premises or is evicted
63. by Owner.

64. 4. **UTILITIES:** If the "Paid by Tenant" box is checked in Paragraph 1(c), then Tenant shall pay all utilities directly to the
65. service provider, including water, sewer, gas, electricity, fuel oil, trash removal, recycling, telephone, cable, and
66. association dues. Tenant shall be responsible to Owner for any utilities payments that have not been paid, including
67. late charges or fees imposed by the service provider.

68. If the "Paid in part by each" box is checked in Paragraph 1(c), then Tenant shall pay directly to the service provider
69. the utilities noted in Paragraph 1(c) to be paid for by Tenant and shall be responsible to Owner for any utilities
70. payments that have not been paid, including late charges or fees imposed by the service provider, and Owner shall
71. pay directly to the service provider the utilities noted in Paragraph 1(c) to be paid for by Owner. Tenant is responsible
72. for contracting for and paying for any other utilities desired. No modification to the Premises to install or add utilities
73. may occur without Owner's consent in writing. Any utilities not specified to be paid by Owner shall be paid by Tenant.

74. If utilities Tenant is to pay for are provided or paid for by Owner, then Tenant shall pay Owner for such utilities upon
75. demand in the amounts due as identified in statements covering the period during which this Lease is in effect.
76. Owner and Tenant understand that if the Premises is a "single-metered residential building" as defined in MN
77. Statute 504B.215, then Owner must comply with the requirements of MN Statute 504B.215. Owner is advised to
78. seek legal advice regarding payment of utilities.

79. 5. **SECURITY DEPOSIT:** Owner acknowledges receipt of the security deposit from Tenant in the amount set forth
80. in Paragraph 1(d). Owner shall retain the security deposit for the entire term of this Lease, including any extensions.
81. Owner may use the security deposit as permitted by Minnesota law, and shall, to the extent required by Minnesota
82. law, return any remaining portion of the security deposit, as well as any required interest, to Tenant following the
83. termination of this Lease. If Owner uses a portion of the security deposit during the Lease to cure a default by
84. Tenant, Tenant shall replenish the security deposit to the full amount, upon request by Owner.

RESIDENTIAL LEASE AGREEMENT

85. Page 3 Date _____

86. Premises located at 11 Elizabeth Street Duluth 55803.
87. 6. **LATE FEES:** If Owner does not receive the rent on or before the fifth (5th) day of any month, Tenant shall pay
88. a late fee in the amount stated in Paragraph 1(e) to compensate Owner for the time, expense, and administrative
89. burdens resulting from such late payment. In the event the amount in Paragraph 1(e) exceeds eight percent (8%)
90. of the overdue rent payment, the late fee shall be eight percent (8%) of the overdue amount in order to comply
91. with MN Statute Chapter 504B. The late fee shall be considered additional rent. Tenant shall be assessed a returned
92. check fee in the amount of \$30, pursuant to MN Statute 604.113, Subd. 2, as additional rent for each unpaid check
93. which is returned by Tenant's bank. Civil penalties may be imposed for nonpayment.
94. 7. **PETS:** If the "Pets are not allowed" box is checked in Paragraph 1(f), Tenant shall not have animals or pets of any
95. kind on the Premises, except as required by the Fair Housing Act and other applicable law. If the "Pets are allowed"
96. box is checked in Paragraph 1(f), Tenant may have on the Premises the pets noted in Paragraph 1(f).
97. 8. **OCCUPANCY:** Only Tenant and the occupants listed in Paragraph 1(g) may reside in the Premises, unless otherwise
98. permitted by law. The number of occupants is restricted in accordance with the Minnesota State Building Code
99. and/or local building code.
100. 9. **USE OF THE PREMISES:** The Premises, and all utilities, shall be used by Tenant and occupants exclusively as a
101. private, single family dwelling for residential purposes only. The Premises may not be used for transient, hotel,
102. commercial, business, or other non-residential purposes.
103. 10. **DAMAGE TO THE PREMISES:** Tenant shall pay for all loss, damage, costs, or expenses (including but not limited
104. to problems with or damage to plumbing, electrical, and appliances) caused by Tenant's willful or negligent conduct,
105. or the conduct of any occupant, guest, or person under Tenant's or any occupant's direction or control. Tenant
106. shall promptly notify Owner of any conditions which may cause damage to the Premises or waste of utilities or other
107. services provided by Owner. The Premises may not be modified, altered, improved, or repaired without prior
108. authorization from Owner, in writing. Modification includes but is not limited to modification of floor covering or wall
109. covering, changing/replacing/adding fixtures or attachments, painting or anything which creates a hole or mark
110. that cannot be remedied without expense to the Owner.
111. 11. **INSPECTION OF THE PREMISES AND RIGHT OF ENTRY:** Owner, or Owner's designee, may enter upon the
112. Premises for any reasonable business purpose, including to inspect the Premises from time to time. Owner
113. shall make a reasonable effort to give reasonable notice to Tenant before entering the Premises, except in the case
114. of an emergency. In the event Owner enters the Premises for emergency purposes, Owner shall provide written
115. confirmation to Tenant of the emergency entry, which confirmation shall include the date, time, and purpose of the
116. emergency entry.
117. 12. **COVENANTS OF OWNER:** Owner covenants and promises that:
118. (a) the Premises and all common areas are fit for the use intended by the parties;
119. (b) Owner will make all necessary repairs to the Premises during the term of the Lease, except where damage is
120. caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or
121. control;
122. (c) Owner shall keep the Premises up to applicable federal, state, and local codes, except where a code violation
123. is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or
124. control, in which case Tenant shall correct the code violation at Tenant's sole cost. Tenant shall notify Owner
125. in writing of any necessary repairs before engaging in such repair.
126. 13. **COVENANTS OF TENANT:** Tenant covenants and promises that:
127. (a) Tenant will not cause damage to the Premises or allow the Premises to be damaged by others;
128. (b) Tenant will not make alterations or additions to the Premises (including but not limited to such issues as are
129. identified in Paragraph 10) without the prior written consent of Owner;
130. (c) Tenant will not remove any of Owner's personal property from the Premises (including but not limited to
131. appliances);
132. (d) Tenant will maintain the Premises in a clean and habitable condition;
133. (e) Tenant will not disturb the peace and quiet of other tenants in the building and/or neighbors, or allow any
134. occupant or guest to do so;
135. (f) Tenant will not store hazardous or flammable substances on the Premises;
136. (g) Tenant will not use the Premises for illegal or unlawful activities, or in an illegal manner, or in a manner which
137. would cause cancellation, restriction, or increase in premiums for Owner's insurance, or such use as which
138. would constitute a violation of applicable code or ordinance;

RESIDENTIAL LEASE AGREEMENT

139. Page 4 Date _____

140. Premises located at 11 Elizabeth Street Duluth 55803.

141. (h) Tenant shall not have water beds or any water-filled furniture in the Premises;
142. (i) Tenant will not smoke in the Premises or permit smoking to occur in the Premises; and
143. (j) Tenant will not interfere with Owner in the management of the Premises or the property surrounding the
144. Premises.
145. (k) Tenant shall obtain a liability insurance policy with coverage in the amount of at least
146. \$ _____ to cover injuries or other accidents that may happen on the Premises
147. during Tenant's tenancy.

148. 14. **MAINTENANCE:** Owner and Tenant agree that the following maintenance items, if applicable, will be completed

149. by the party elected here:

150. (a) Snow removal from sidewalks, driveways, and other necessary snow removal on the Premises shall be

151. completed by Owner Tenant Not Applicable.

-----*(Check one.)*-----

152. (b) Lawn maintenance, including mowing and _____ on the Premises shall be

153. completed by Owner Tenant Not Applicable.

-----*(Check one.)*-----

154. (c) Adding salt to the water softener shall be completed by Owner Tenant Not Applicable.

-----*(Check one.)*-----

155. Additionally, Tenant shall be responsible for the following maintenance tasks:

Tenant is responsible to replace his/her own apartment light bulbs.

Tenant is responsible to replace garage remote door opener batteries, if applicable.

156. Tenant agrees NOT to adhere anything to the walls with adhesive, except appropriate picture

hanging products, (i.e.3M); small nails are allowed

157. ;

158. and Owner shall be responsible for the following maintenance tasks:

159.

160.

161. In accordance with MN Statute 504B.161, Subd. 2, Tenant hereby acknowledges the receipt of adequate

162. compensation, reflected in the amount of rent due pursuant to this Lease for the performance of the above-referenced

163. maintenance activities to be completed by Tenant.

164. 15. **VEHICLE STORAGE:** Neither Tenant nor any occupant shall store or park any unlicensed or inoperable vehicle,

165. or any motor home, camper, trailer, boat, or other recreational vehicle on or around the Premises. Neither Tenant

166. nor any occupant shall store or park any commercial truck on or around the Premises. If, after three (3) days' notice

167. to Tenant, Tenant fails to remove an unauthorized vehicle from on or around the Premises, Owner may remove

168. and store the vehicle, and Tenant shall pay the removal and storage expenses as additional rent.

169. 16. **LOCKS, KEYS, SECURITY CARDS, AND OPENERS:** Tenant may not add or change any locks on the

170. Premises. At Tenant's request, Owner shall change or re-key the locks at Tenant's expense. In the event that Tenant

171. is responsible for a lost or missing key, security card, or garage door opener relating to the Premises, Tenant shall either pay

172. \$ 100.00 for Owner to re-key the Premises, or \$ 0.00

173. for the Owner to obtain new copies from Owner's master key, at the election of Owner.

174. 17. **TRANSFER OF LEASE:** Tenant may not sublet all or part of the Premises without Owner's prior written consent.

175. Tenant may not assign or sell this Lease without Owner's prior written consent.

176. 18. **DAMAGE TO TENANT'S PROPERTY:** Owner shall not be responsible for any damage to Tenant's property, unless

177. such damage is caused by Owner's willful or grossly negligent conduct. Tenant may wish to secure a renter's

178. insurance policy to cover the loss or damage of Tenant's personal property.

179. 19. **HOLDING OVER:** Tenant may not continue to occupy the Premises after the initial term of this Lease unless this

180. Lease has been renewed in writing, or unless Owner consents to Tenant holding over. If Owner consents to Tenant

181. holding over without a written Lease extension, all provisions in this Lease shall remain applicable except that the

182. term of the Lease shall be month-to-month. If Lease becomes month-to-month, written notice to terminate is

183. required by Owner or Tenant to end the Lease. ~~Such written notice must end the Lease on the last day of a month,~~

184. ~~and must be received before the first day of that month (e.g., notice to terminate the Lease on July 31st must be~~

185. ~~given on or before the preceding June 30th).~~ See Addendum

RESIDENTIAL LEASE AGREEMENT

186. Page 5 Date _____

187. Premises located at 11 Elizabeth Street Duluth 55803.
188. 20. **MOVING OUT:** Tenant and occupants shall move out not later than 12:00 p.m. (noon) on the last day of the Lease
189. term, or any extension of it. Tenant must leave the Premises in the same condition as it was as of the date of
190. commencement of the Lease term, ordinary wear and tear excepted. Tenant shall remove all personal property of
191. Tenant and occupants, including trash, from the Premises (including any storage unit, garage, or parking space).
192. Tenant shall provide Owner with Tenant's forwarding address. If Tenant fails to return to Owner all keys and garage
193. door openers within 24 hours of moving out, Tenant shall pay the costs of changing the locks and reprogramming
194. the garage opener.
195. 21. **DESTRUCTION OF PREMISES:** If the Premises are destroyed or become uninhabitable or unfit for occupancy, this
196. Lease shall terminate upon reasonable written notice to Tenant, unless Owner, in Owner's reasonable discretion,
197. believes Owner can complete necessary repairs to the Premises in a reasonable period of time. If the damage or
198. destruction was not a result of any fault or negligence of Tenant, Tenant shall not be responsible for payment of
199. rent for the period of time in which the Premises are uninhabitable or unfit for occupancy provided such determination
200. has been agreed by Owner and Tenant or by a court of competent jurisdiction.
201. 22. **BREACH OF LEASE:** In the event of Tenant's breach of any term of this Lease, Owner has a right of re-entry and
202. may pursue all remedies available by law, including but not limited to the following:
203. (a) bring an eviction action immediately to remove Tenant and occupant from the Premises; or
204. (b) demand in writing that Tenant immediately, or at some specified future date, surrender the Premises to Owner
205. and if Tenant fails to do so, Owner may bring an eviction action; or
206. (c) terminate this Lease upon five (5) days written notice to Tenant.
207. Owner's acceptance of rent or additional rent during the time Tenant continues to occupy the Premises shall not
208. be construed as a waiver of Owner's right to evict Tenant. Tenant's obligation to pay rent shall continue after Tenant's
209. eviction from the Premises, through the expiration of the Lease term.
210. 23. **EARLY TERMINATION:** Tenant may not terminate this Lease early without prior written consent from Owner.
211. Should Tenant decide to vacate the Premises prior to the end of the Term specified in this Lease, Tenant will be
212. responsible for all rent owed pursuant to this Lease, along with any utilities necessary to prevent waste of the
213. Premises. Owner will make a reasonable effort to obtain a new tenant, satisfactory to Owner, to mitigate Tenant's
214. rental costs.
215. In any case, Tenant shall notify Owner upon Tenant's vacation of the Premises and return all keys, security cards,
216. and openers to Owner at that time. Failure to do so may result in damage to the Premises for which Tenant is liable.
217. 24. **ELECTION OF REMEDIES:** Either Owner or Tenant may exercise any or all of its legal rights and remedies at any
218. time or from time to time, and the exercise of a particular remedy shall not be construed as a waiver of that party's
219. right to exercise some other remedy or as an election of remedies.
220. 25. **MISCELLANEOUS:**
221. (a) This Lease is subordinate to any mortgage on the Premises. Tenant shall sign any documents reasonably
222. requested by Owner, and hereby appoints Owner as Tenant's attorney-in-fact to execute such documents as
223. may be requested by a mortgagee.
224. (b) Any attachments to this Lease, such as rules and regulations, are part of this Lease.
225. (c) This Lease and any attachments comprise the entire agreement between Owner and Tenant. No oral
226. representations have been made. This Lease may not be modified except by written agreement of the parties.
227. 26. **NOTICES:** All notices and communications from Owner or Tenant to the other, required or permitted here, shall
228. be in writing and shall be considered to have been duly given if personally delivered or if sent by first class mail,
229. postage prepaid, to the other party at the address set forth in paragraph 1(h), or to such other address as such
230. party may designate by notice to the other party. Notice given to one Tenant shall be considered given to all Tenants.
231. 27. **PROHIBITIONS AND STATUTORY NOTICES:** Owner and Tenant covenant and agree that neither will:
232. (a) unlawfully allow controlled substances in the Premises or in the common area and curtilage of the Premises;
233. (b) allow prostitution or prostitution-related activity as defined in MN Statute 617.80, Subd. 4, to occur on the
234. Premises or in the common area and curtilage of the Premises;
235. (c) allow the unlawful use or possession of a firearm in violation of section 609.66, Subd. 1(a), 609.67, or 624.713,
236. on the Premises or in the common area and curtilage of the Premises; or
237. (d) allow stolen property or property obtained by robbery in the Premises or in the common area and curtilage
238. of the Premises.

RESIDENTIAL LEASE AGREEMENT

239. Page 6 Date _____

240. Premises located at 11 Elizabeth Street Duluth 55803

241. Owner and Tenant further agree that neither they nor any person under their control will use the common area
242. and curtilage of the Premises to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase, or
243. possess a controlled substance in violation of any criminal provision of MN Statute Chapter 152. This covenant
244. is not violated when a person other than the Owner or Tenant possesses or allows controlled substances in the
245. Premises, common area, or curtilage, unless the Owner or Tenant knew or had reason to know of that activity.

246. The following notice is required by MN Statute 504B.305:
247. A seizure under MN Statute 609.5317, Subd. 1, for which there is not a defense under MN Statute 609.5317,
248. Subd. 3, constitutes unlawful detention by Tenant.

249. 28. **LEAD-BASED PAINT DISCLOSURE:** If it is indicated in Paragraph 1(i) that the Premises were built before 1978,
250. then the Minnesota Association of REALTORS® *Addendum to Lease Agreement Disclosure of Information on*
251. *Lead-Based Paint and Lead-Based Paint Hazards* is attached to this Lease and is made a part of this Lease.

252. 29. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Residential Lease Agreement.
253. Enter total number of pages of this Residential Lease Agreement, including addenda, on line two (2) of
254. page one (1).

255. 30. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related
256. to this transaction constitute valid, binding signatures.

257. 31. **LANDLORDS' AND TENANTS' RIGHTS AND RESPONSIBILITIES:** Tenant acknowledges they have been notified
258. of the availability of the *Landlords' and Tenants' Rights and Responsibilities* booklet through the Minnesota Attorney
259. General's Office: 445 Minnesota St., Suite 1400, St. Paul, MN 55101; (651) 296-3533 or (800) 657-3787;
260. <http://www.ag.state.mn.us/brochures/pubLandlordTenants.pdf/>.

261. 32. **RECEIPT OF COPY:** Tenant acknowledges receiving a copy of this Lease.

262. ^{DocuSigned by:}
Melissa Winkler _____
(Owner's Signature) (Date) (Tenant's Signature) (Date)

263. Melissa Winkler/Property Manager _____
(Owner's Printed Name) (Tenant's Printed Name)

264. _____
(Owner's Signature) (Date) (Tenant's Signature) (Date)

265. _____
(Owner's Printed Name) (Tenant's Printed Name)

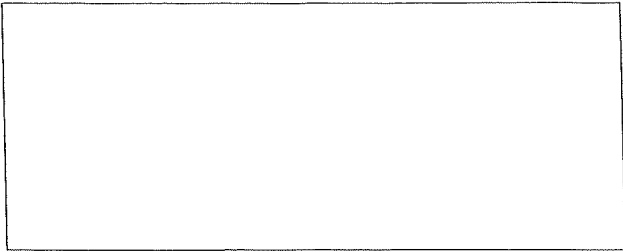
266. _____
(Tenant's Signature) (Date)

267. _____
(Tenant's Printed Name)

268. _____
(Tenant's Signature)

269. _____
(Tenant's Printed Name)

270. **THIS MINNESOTA ASSOCIATION OF REALTORS® RESIDENTIAL LEASE AGREEMENT IS NOT**
271. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES OWNER AND TENANT**
272. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS LEASE TO ADDRESS**
273. **STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**
274. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**
275. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**



Smoke-Free Lease Addendum

This Addendum is attached to and made a part of the Lease commencing on the ____ day of _____, _____, between _____ and _____ for the premises located at _____.

Resident, and all members of Resident's family or household, are parties to a written Lease with Management. This Addendum states additional terms, conditions, and rules relating to Resident's occupancy. A breach of this Lease Addendum shall give Management all of the rights contained herein as well as the rights in the Residential Lease. Resident agrees as follows:

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs in the apartment complex from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. **Smoke-Free Complex.** Resident agrees and acknowledges that the premises to be occupied by Resident, and members of Resident's household, have been designated as smoke-free. Resident, members of Resident's household, and guests are not permitted to smoke anywhere in the premises rented by Resident, or the building where the Resident's apartment is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental premises and grounds. Resident agrees and acknowledges that this policy applies to all guests

CONTINUED

SIGN BELOW **AFTER** READING BOTH SIDES OF THIS DOCUMENT.
MANAGEMENT AND RESIDENT AGREE TO THE TERMS OF THIS DOCUMENT.

Agreed to:

Resident Date

Management/Owner Date

Resident Date

Resident Date

Resident Date

Minnesota Multi Housing Association, 1600 West 82nd Street, Suite 110, Bloomington, MN 55431
(952) 854-8500 * Fax (952) 854-3810 * E-MAIL mha@mmha.com * Web site: www.mmha.com



Note: If MHA block letters do not appear evenly tinted on the background center of this sheet, you are signing an illegally made copy.

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Update May 2013

Smoke-Free Lease Addendum CONTINUED

and visitors of Resident and that a violation of this policy by Resident, members of Resident's household, guests, visitors, or persons coming to Resident's apartment or the building because of Resident, shall be a breach of this Lease and grounds for termination of Resident's occupancy agreement.

Resident agrees to inform guests and visitors to Resident's premises of these policies and to use reasonable efforts to secure Resident's guests' and visitors' compliance with this policy even if it extends to conduct by Resident's guests and visitors outside of Resident's apartment.

4. **Disclaimer by Management.** Resident acknowledges that Management's adoption of a smoke-free housing option, and efforts to designate the apartment community as smoke-free, does not in any way change the standard of care that a landlord or managing agent would have to a tenant household or render buildings and premises designated as smoke-free any safer, habitable, or improved in terms of air quality standards than any other rental premises.

Management specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other residential property. Management cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Management's enforcement of this Addendum is dependent in large part on the voluntary compliance of residents. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Management does not assume any higher degree of liability, responsibility, or duty of care to such residents other than to take reasonable steps to enforce this Addendum.

5. **Resident's Remedy.** In the event that Resident believes Management has not enforced the terms and conditions of this Smoke-Free Lease Addendum in a reasonable manner, then Resident's sole remedy shall be as follows:
- a. Resident shall give Management a fourteen (14) day notice stating Resident's grounds for believing Management has not reasonably fulfilled its obligations under this Smoke-Free Lease Addendum.
 - b. If Management has not cured the breach of this Addendum within fourteen (14) days by taking reasonable steps to enforce the Smoke-Free Lease Addendum, then Resident may file a rent escrow action and request that the Court terminate Resident's lease. Resident's sole remedy for alleged breach of this Smoke-Free Lease Addendum by Management shall be to obtain a Court Order to terminate the Lease.
6. **Third Party Beneficiaries.** Resident agrees that other residents at the apartment community are third party beneficiaries of this Smoke-Free Lease Addendum. In layman's terms, this means that the commitments made by residents in this Addendum are to other residents as well as Management. A resident may sue another resident for an injunction to prohibit smoking or for damages, but does not have the right to evict another resident. Any suit between residents herein shall not create a presumption that Management breached this Addendum.

APARTMENT EXIT INSTRUCTIONS

In order to receive your full deposit plus interest, we will require the apartment to be in the same condition (or better) as you moved in, which would require the following:

Vacuum all carpeting and wipe down all baseboards. Wipe off all heat runs. We do assess each tenant a \$_____ fee for professional carpet cleaning when vacating.

Carefully wipe down all mini blinds and wipe off window sills.

Do not fill in nail holes from picture hangers (we prefer to take care of it).

Thoroughly clean toilet and bathtub and wipe out all bathroom drawers and cupboards.

Clean refrigerator -wipe out interior with damp cloth.

Clean stove and run self-cleaning oven day prior to moving out. DO NOT use oven spray cleaner on inside of oven.

Mop bathroom, kitchen and entry floors.

Clean out all kitchen cupboards and drawers and wipe out with damp cloth. Wipe down front of cupboards if needed.

Clean out storage unit and garage, if applicable.

Remove all personal property.

Turn in all keys.

Turn in remote garage door opener (if applicable).

Leave forwarding address with management.

A full two-month notice (prior to the first) to vacate must be given to management in writing.

PLEASE INITIAL AND DATE

