

Bluff City Properties LLC, Residential Lease

This Lease of the Apartment (as used herein, Apartment is the rental unit whether a house, triplex, four-plex, five-plex, duplex, townhome or apartment unit) identified below is entered into by and between the Landlord and Renter (referred to in the singular whether one or more) on the following terms and conditions:

In accordance with "State Law" an agent authorized to accept process and receive and give receipt for notices and demands is as follows:

Landlord/Lessor: Bluff City Properties, LLC Office Telephone 507-454-4444
555 Huff Street
Winona, MN 55987

Renter: (First, Middle Initial, Last, Phone Number)-Please Print

- 1) _____ 4) _____
- 2) _____ 5) _____
- 3) _____ 6) _____

If all or some of the Renters named above are full-time students, then Renter has been approved for occupancy with Landlord under different tenant selection and screening standards than are applied to other applicants and occupants of Landlord. Each Renter above that is occupying an Apartment as a student, or with students, agrees that Landlord shall have the right to contact the Renter's parent or guardian for any tenancy issue. Renter agrees to update as needed, and at any time as requested by Landlord, the name, phone number, address and email contact information for Renter's parent or other legal guardian.

BUILDING ADDRESS:

_____ Apt. # _____, Winona, MN 55987 or Fountain City, WI 54629
Authorized Management: BCP LLC. Address: 555 Huff Street Winona MN 55987

1) LEASE TERM/NOON CHECK-OUT TIME:

1A. This Lease shall commence on _____(date) at 12:00 NOON and shall terminate on _____at 12:00 NOON, unless other arrangements have been made in writing. Length of Lease term is approximately _____(enter number of months or M/M for month to month). Please note ending date. Ending date may not be the last day of the month. Because time is needed to make apartments ready for the start of a new tenancy, it may be required at Landlord's discretion to end tenancy before the end of the month. The reference to approximately 12 months is used because this Lease may not be 365 days long. This Lease starts and ends on the dates marked above as starting and ending. If this Lease does end on the last day of the month, rent shall not be prorated.

1B. This Lease shall terminate at noon on the day this Lease ends, which day may not be the last day of the month, but is the ending date stated at the beginning of this Lease. Renter's promise to vacate at noon on the last day of the Lease is an important term of this agreement. Landlord is relying on Renter to vacate by 12 noon to schedule cleaning, painting, repair and maintenance to the Apartment. Landlord will deduct the actual cost of carpet cleaning from the deposit. (MN ONLY). There will be no deduction for carpet cleaning for units located in Wisconsin, except in cases of carpet damage by renters. This charge will apply regardless of whether or not the renter(s) have completed or paid for carpet cleaning themselves. If Renter fails to vacate by 12 noon, Landlord shall be entitled to assess Renter a per hour overtime charge of \$25 per hour plus Landlord's then current best estimates of the additional costs, damages, and expenses Landlord may incur in rescheduling other work and repairs if the Renter fails to vacate by 12 noon. Extra cleaning, painting or treatment to remove stains or to treat stubborn odors from cooking odors, or pets, or smoking are not considered normal wear and tear and these charges will be deducted from the deposit.

2) TERMINATION OF LEASE AND RENEWAL OFFER:

2A. This Lease will end on the date specified above. Time is of the essence in vacating at noon on the above date. The Renter may not hold-over unless there is a written agreement for a continued or renewal term. Landlord is not required to offer a renewal lease to current Renters, and Landlord reserves the right to not offer a renewal lease to current Renters. If Landlord is willing to offer current Renters a renewal lease to continue occupancy for another lease year at the end of their lease term, Landlord will give a written offer of lease renewal to Renters. Renters must notify Landlord on or before the date specified in the lease renewal of Renter's intention to accept the renewal offer and must sign any paperwork required by Landlord to accept the renewal on or prior to that date. If Renter does not accept any renewal offer extended, Landlord shall be free to market Renter's unit to other potential tenants and/or to increase the amount of any proposed rent for a subsequent offer of renewal. If Renter subsequently refuses to sign a renewal lease, or is terminated or evicted from this Lease for breach of lease or rules, then Landlord may apply Renter's deposit as liquidated damages for failure to perform Renter's obligations under the agreement to renew the Lease.

3) RENT:

Renter Initials: _____

3A. The Renter(s) agrees to make _____ periodic rent payments of \$_____, due and payable by midnight **the 1st day of each month during the term of this Lease. All payments are to be paid via the Online Resident Portal** unless other agreements have been made in writing in which case it is the responsibility of the Renter to deliver the rent payment to the Landlord, Bluff City Properties LLC 555 Huff Street Winona, MN 55987. Renter(s) will receive an activation invitation for the Online Resident Portal via email and sms text message within 7 days of signing the lease and will activate the portal within 48 hours of the start date of the lease. **Cash is NOT accepted for any payment, other than security deposit. Absent other written agreement, there is a \$25.00 per payment charge for non-electronic payments. A late fee of \$15.00 will be charged on any rent paid after the 5th day of the month. Additional late fees of up to 8 % of the monthly rent will be charged for any rent not paid after the initial late fee. Partial payment of rent is never accepted. There will be a \$30.00 charge for all payments returned, whether NSF or closed account, your banks error, etc.** If any checks are returned NSF, Renter shall pay only by the Online Resident Portal. Any late charges and/or returned checks charges remaining outstanding at the termination of tenancy will be deducted from the security deposit. Renter will ensure adequate funds are in any financial institution account listed for online withdrawal for at least 60 days beyond any change in online account. Landlord will return any misrouted online payment withdrawals. **Landlord is not responsible for any NSF charges to renter at any time.**

3B. All Renters, if more than one, shall be jointly and severally liable for the full amount of any payments due under this Lease. (Joint and several liability is a legal term. It means the Landlord can collect the whole debt from any single Renter or combination of Renters. (It is the Landlord's choice).

3C. Under state law Renter may not withhold payment of all or any portion of rent for the last payment period on the grounds that the security deposit shall serve as payment for the rent. If Renter remains in violation after written demand and notice of applicable state law by Landlord, Renter may not only remain responsible to pay to the Landlord the amount of rent withheld but also may be required to pay to the Landlord, as a penalty, an amount equal to the portion of the deposit which the Landlord is entitled to withhold under the security deposit statute, other than to remedy the tenant's default in the payment of rent and interest. Renter and Landlord agree that acceptance of a partial payment of rent (less than a full month's rent) does not waive the Landlord's right to recover possession of the premises through an eviction proceeding.

3D. If Renter is evicted because Renter violated a term of this Lease, or Renter moved out early, Renter must still pay the full monthly rent until: (1) the date this Lease ends, or, if the Lease is month-to-month, the next notice period ends; or (2) until the Apartment is re-rented. Landlord has no duty to re-rent the Apartment on Renter's behalf. If the Apartment is re-rented for less than the rent due under this Lease, Renter will be responsible for the difference until the date the Lease ends, or if the Lease is month-to-month, until the end of the next notice period. For purposes of this Lease, a Renter is "evicted" if Renter does any of the following:

- 1). vacates the Apartment in response to Landlord's demand to leave/vacate the premises;
- 2). vacates the Apartment after Landlord begins a court action to forcibly remove Renter from the premises; or
- 3). is forced to vacate the Apartment as a result of a court order.

4) UTILITIES/SNOW REMOVAL AND GROUNDS:

4A. Except as specified below as utilities to be paid by Landlord, Renter(s) shall be responsible for payment of all utilities, per the attached Utilities Addendum, including but not limited to heat, electricity, water, sewer, and garbage pickup. In separately metered utilities, the Renter(s) shall ensure that the utilities providers properly bill the Renter(s) as of date of occupancy. The Renter(s) assume any and all liability for late fees, NSF fees, and any other charges by the utility provider and any other utility billing service contracted by Landlord. If Renter(s) is/are billed separately in a single-metered building, the Renter(s) shall be billed and the method of apportionment shall be based upon the square footage per unit. Renter(s) hereby acknowledge availability of totals provided for utility costs for each month of the most recent previous calendar year for each utility billed to Renters at a single-metered building.

Landlord paid utilities — NONE unless listed below.

4B. Landlord will provide lawn care, mowing, and snow removal from city sidewalks and parking areas. These costs are included into the rent. **Renter(s) is required to remove snow from any sidewalk or stairs leading to and from the rental premises to city sidewalks. If Renter fails to remove snow on sidewalks and steps within 24 hours after any snowfall, Landlord may provide the service and charge Renter a rent increase of \$100 for the month that snow removal was not done as required by Renter.**

5) SECURITY/DAMAGE DEPOSIT:

5A. A security/damage deposit in the amount of \$_____ is required upon signing this Lease unless specific arrangements are made in writing and attached to the Lease. Landlord may keep all or part of the security deposit: a) for damage to the Apartment beyond ordinary wear and tear; and b) for rent or other money owed to Landlord under this Lease, any Addendum or the Rules. Landlord shall, within 21 days after termination of the tenancy and receipt of Renter's new mailing address or delivery instructions, return such deposit with interest to Renter in accordance with state law, or furnish to Renter a written statement showing the specific reason(s) for the withholding of the deposit or a portion thereof. Landlord is entitled to retain this, and all other security deposits, until the tenancy is properly terminated. All Renters shall be jointly and severally liable for complying with the terms of this paragraph and the Lease agreement, and any

Renter Initials: _____

addendums thereto. Landlord shall have no responsibility for accounting to more than one Renter for the return of the security deposit. If more than one Renter individually occupies the premises, it shall be their sole responsibility to handle between themselves the payment and the division of any security deposit monies. If, at the end of the tenancy, Landlord receives more than one forwarding address for the return of the security deposit, Landlord may return all or any part of the security deposit to any one of the addresses left with Landlord. Landlord shall not be responsible for returning any part of the security deposit should there be any change in the identity of Renter (roommates) prior to the expiration of the Lease or prior to the time when all persons occupying the premises vacate. To insure return of the security deposit Renter shall comply with any cleaning or move-out instructions.

6) FAILURE TO GIVE POSSESSION:

6A. If Landlord cannot provide the Apartment to Renter at the start of this Lease, Renter cannot sue Landlord for any resulting damages but Renter will not start paying rent until he/she gets possession of the Apartment.

7) MOVE-IN INSPECTION:

7A. Renter acknowledges that the Apartment has been inspected by Renter prior to signing this agreement and that Renter has accepted the Apartment leased hereunder and is satisfied with the state of repair and condition, including all present decorating, fixtures, and appliances in the Apartment. Renter accepts the current energy efficiency of all units.

7B. No agreements or representations have been made to replace windows, furnaces, appliances or to add insulation unless in writing and signed by Landlord. As of the move-in date Renter is provided a Move-In Inspection Sheet for purposes of noting any damages or deficiencies in the Apartment. Failure by Renter to return such form to Landlord within 48-hours of taking possession shall be conclusive evidence that the Apartment was received in good condition with no damages or deficiencies.

7C. The approval by any one Renter as to condition of the Apartment at move-in or move-out may be relied upon by Landlord as constituting the approval and agreement of all Renters who sign this Lease.

8) KEYS/DETECTORS:

8A. Renter(s) agree to obtain any and all keys for the unit at the Landlord's office during posted business hours within 7 days of the beginning of the Lease term unless other arrangements are made in writing with the Landlord. Thereafter, keys provided after 7 days of the beginning of the Lease term requires 2 full business days notice to process a request and a \$25.00 service charge for key pick-up during office hours and \$100.00 charge for key pick-up after office hours or on a weekend or holiday. Requests for emergency and/or shorter than 2 business day pick-up outside of posted business hours requires a fee of \$250.00

8B. Lockouts: If you become locked out of your Apartment, Management charges a minimum service call of \$25 to let you in during regular business hours and may charge a service fee of \$50, or higher, for lock out service after business hours, on weekends or holidays. Management representatives may require proof of identity and leaseholder status as a condition of assisting with any lock out.

8C. Renter(s) agree(s) to inspect and test smoke detectors and/or carbon monoxide detectors and to determine that fire extinguishers are present immediately upon taking possession of the rental unit, and agree to immediately inform Landlord if fire safety equipment is not functioning properly or is missing. Renter agrees to immediately inform Landlord should Renter(s) require assistance in above referenced inspection and testing. If such notification is not given, Renter(s) waive all future claims for pre-existing damages or defects.

9) CONDITION OF APARTMENT:

9A. Landlord Promises:

- 1). That the Apartment and all common areas are fit for use as a residential premise.
- 2). To keep the Apartment in reasonable repair and make necessary repairs within a reasonable time after notice by Renter except when damage is caused by the intentional or negligent conduct of the Renter or his/her guests.
- 3). To maintain the Apartment in compliance with applicable health codes except when a violation of the health codes has been caused by the intentional or negligent conduct of the Renter or his/her guests.
- 4). To keep the common areas in good condition except when a violation has been caused by the intentional or negligent conduct of the Renter or his/her guests.

9B. Renter Promises:

- 1). To comply with the provisions of this Lease, any addendums or rules and regulations governing the premises and the building.
- 2). Landlord may revise and supplement the Rules and Regulations, including Apartment care requirements and guidelines, from time to time upon notice to Renter.
- 3). Not to damage or misuse the Apartment or waste the utilities provided by Landlord or for his/her guests to do so.
- 4). Not to paint or wallpaper the Apartment or add any contact paper or other adhesive to Apartment surfaces, or make any structural changes in the Apartment without the prior written consent of Landlord.
- 5). To keep the Apartment clean and sanitary and free from clutter.

Renter Initials: _____

- 6). To give written notice to Landlord of any necessary repairs to be made.
- 7). To notify Landlord immediately of any condition in the Apartment or common areas that are dangerous to human health or safety, or which may damage the Apartment or waste utilities provided by Landlord.
- 8). To lock all doors and windows when Renters are absent from Apartment and to avoid leaving any doors open or propped open at any time. Renters will be responsible for any damages or loss caused by unlocked doors or windows.
- 9). Resident may not keep animals or pets of any kind in the Apartment without the written consent of Landlord.
- 10). Resident may not keep a waterbed or other water filled furniture in the Apartment without the prior written consent of Landlord.
- 11). Not to remove any fixtures or furnishing supplied by Landlord without the prior written consent of Landlord.
- 12). To cooperate fully and completely with Landlord's efforts at pest control including following any recommendations or requirements of Landlord's professional pest control exterminator or service.
- 13). Renter may not install, attach, or affix anything to any common area or exterior wall, surface, roof, railing, or grounds.
- 14). Satellite dishes and antennas may not be installed without Landlord's written consent.

10) PET POLICY:

10A. Residents are allowed to keep one cat in their Apartment with Management's prior written consent and payment of an additional refundable pet deposit of \$500. Should a dog request be approved by in writing by Management, the dog shall be subject to an additional refundable pet deposit of \$750. In addition to the pet deposit, any approved pet will be subject to an additional \$55 per month.

10B. Residents may not bring a cat or any other pet into their Apartment without obtaining Management's prior written consent under this Pet Policy and by paying the additional \$500/\$750 pet deposit in advance. Residents who violate this rule and Pet Policy will be subject to a joint and several fine that will be applied against all Residents. The fine will be \$250 and \$100 per day starting on the second day of the violation up to a maximum fine of \$1000, for each day that an unauthorized animal is allowed in the Apartment without obtaining Management's prior written consent, plus any actual damages that may be caused by the unauthorized animal. Management may revoke any consent given to allow any cat, or any other animal at the property, if the animal violates this Pet Policy, or otherwise causes housekeeping, damage or disturbance issues. Pets may not disturb or make noises that interfere with another Resident's peace and quiet. We require that cats be spayed/neutered and declawed. Small caged animals, with a maximum of two, birds, gerbils, guinea pigs, hamsters, or mice are allowed with Management's advanced written consent and payment of any required fees and deposits. Residents are not allowed to keep reptiles, snakes or any other animal. Small aquariums up to 50 gallons for fish are permitted. Pets must be under control at all times and Residents must keep their pets restrained on a leash or caged when outside or for transport. Cats are required to have proper inoculations as per city code. Cat litter must be properly disposed of and cannot be flushed down the toilet in your Apartment. A clogged toilet resulting from cat litter will carry a \$50 fee in addition to any actual costs of maintenance or plumber's charges, and will result in a lease infraction on your rental record. Any deposit paid hereunder shall be held on a joint and several bases to cover any damages or amounts due to Management through the term of the Lease and occupancy by all Residents in the Apartment. No accounting or return of the deposit will be done until the end of the Lease term and the complete vacating of the unit by all Residents and removal of all personal property. Security deposits paid for pets will be commingled with other deposit funds and applied to any purpose under the Lease. The amount of damages that Management may charge to Resident, on a joint and several bases for any damages or cleaning beyond ordinary wear and tear relating to an animal is not limited to any deposits received. Residents are jointly and severally responsible for the care of any pet and not any individual owner of the pet.

11) NO SMOKING:

11A. All properties rented by Landlord are no smoking properties. The no smoking policy is to minimize the risk of fire from smoking, the higher costs of fire insurance for properties where smoking is allowed, and the higher costs to Landlord to clean and restore Apartments where smoking has occurred. The smoking prohibited by this Lease includes inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or any other lighted material in any manner or form. Smoking by Renters or Renter's guests is prohibited. Renter acknowledges that the entire premises, including all grounds and common areas, have been designated as smoke free. Renter is not permitted to smoke anywhere on the premises rented, or the building, where the Apartment is located. Renter agrees and acknowledges that this policy applies to all guests and visitors and that a violation of the policy by Renter, members of Renter's household, guests, visitors, or persons coming to the Renter's Apartment or the building because of Renter, shall be a breach of this Lease and grounds for termination of Renter's occupancy agreement. Renter agrees to inform guests and visitors of the no smoking policy and to use reasonable efforts to secure Renter's guests and visitors compliance with this policy even if it extends to conduct by Renter's guests and visitors outside Renter's Apartment.

11B. Disclaimer by Landlord. Renter acknowledges that Landlord's adoption of a smoke free housing option, and efforts to designate the Apartment and grounds 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 designed as smoke free any safer, habitable, or improved in terms of air quality standards than other residential property. Landlord specifically

Renter Initials: _____

disclaims any implied or express warranties that the Apartment, common areas, or Renter's premises will have any higher or improved air quality standards than any other residential property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Renter acknowledges that Landlord's enforcement of this no smoking rule is dependant in large part on the voluntary compliance of individual tenants. Renters with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher degree of liability, responsibility, or duty of care to such Renters other than to take reasonable steps to enforce this Lease.

11C. Landlord will charge renter(s) a \$250.00 fine for any cigarette butts or other evidence of smoking inside or outside the apartment. In addition to the fine, Landlord hereby puts Renter on notice that any evidence or sign that smoking has occurred in the Apartment, or on the rental premises, shall be grounds for charging Renter the full security deposit paid on the Apartment for the costs of eliminating any smoke staining or odors in the Apartment and as a liquidated damage charge for Renters violating this provision of the Lease.

11D. PLEASE AVOID THE FINE BY ENSURING THAT THERE ARE NO CIGARETTE BUTTS OR OTHER EVIDENCE OF SMOKING INSIDE OR OUTSIDE OF THE APARTMENT.

In cases where more than one renter occupies a rental unit, the \$250 fine shall apply to all renters regardless of whether or not the violation was caused by an individual(s) or guests.

12) USE OF PREMISES/RENTER CONDUCT:

- 1). Renter promises: that only the persons listed above as Renter(s) may live in the Apartment plus any minor children born or legally adopted by Renter(s) during the term of the Lease. No other person may live, use, or regularly stay at the Apartment without the prior written consent of Landlord.
- 2). To use the Apartment and utilities, and other areas of the premises, for normal residential purposes. All commercial and business uses are strictly prohibited without Landlord's prior written consent.
- 3). Not to use the Apartment and/or premises for any type of civil disturbance. This includes, but is not limited to, demonstrations, protests, sit-ins, or other form of public obstruction.
- 4). Renter may not lease the Apartment to other persons (sublet), assign this Lease, or permit others to stay at the Apartment or have keys to the Apartment without prior written consent of Landlord.
- 5). Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of other Renters, Landlord's agents or employees, to peace and quiet, or allow his/her guests to do so.
- 6). To use the Apartment only as a private residence and not in a way that is illegal or dangerous or which would cause a cancellation, restriction or increase in Landlord's insurance.
- 7). Not to use or store on or near the Apartment any flammable or explosive substance.
- 8). Not to interfere in the management and operation of the Apartment building.
- 9). To comply with the State Statutory covenants against unlawful activities and to support any and all efforts by Landlord to maintain the building and property as a crime-free/drug-free community.
- 10). To comply with any rules and regulations of Landlord relating to controlled access or restricted access in the building.

12A. Fines for Lease Violations:

In addition to forfeiting all or portions of the security deposit, Renter(s) agrees to pay a fine to Landlord in the following circumstances:

1. Violation of the City of Winona noise ordinance.
2. Violation of the smoking policy.
3. Unauthorized pet residing in or visiting the apartment

Evidence of any violation of the Noise Ordinance or the No-Smoking policy will result in a fine of \$250 for first offense, and \$500 for second offense. Eviction will result after 3rd offense.

Violation of pet policy will result in a fine of \$250 and \$100 per day starting on the second day of the violation (for Landlord's full Pet Policy, see page 4, section 10).

13) GUESTS/INVITEES/TRESPASS NOTICE:

13A. It is the Renter's responsibility to see that all of Renter's guests/invitees comply with the provisions of the Lease, including the rules and regulations. A violation of any provision of the Lease, including rules and regulations, by Renter's guests/invitees, or persons coming to the unit because of Renter's occupancy, shall be deemed violated by the Renters.

13B. It is specifically agreed that in the event a guests/invitees fails to comply with the provisions of the Lease, including Rules and Regulations, the Landlord shall have the right to demand that such guest/invitee leave the premise and the building (including grounds) of which they are a part of and to give such guest/invitee and Renter a trespass notice. If such guest/invitee does not immediately leave then such guest/invitee shall be subject to arrest for trespassing.

13C. It is further specifically agreed that Landlord, at the sole discretion of Landlord, may thereafter prohibit such guest/invitee from returning to the premises and the building (including grounds) of which they are a part. The Renter agrees that such guest/invitee is prohibited from receiving further permission or consent from the Renter to come on to the property; and that such guest/invitee shall be subject to arrest for trespassing thereafter if such guest/invitee violates Landlord's no trespass notice. Further Renter shall be subject to eviction for continuing to invite and/or permit any person trespassed from entering a Renter's unit.

Renter Initials: _____

14) AMENDMENT AND WAIVER

14A. No amendment or waiver of any condition, provision, or terms of this lease shall be valid unless made in writing. No verbal agreement shall be honored.

The acceptance of any sum of money from renter shall not constitute a waiver by landlord of any rights of landlord, nor shall it cure default on the part of renter unless otherwise agreed by landlord. Any waiver of any default by renter shall not affect or impair any right from any subsequent default. If any conditions in this lease shall be judged unenforceable by a court of compliant jurisdiction, all other provisions shall remain enforced.

15) LANDLORD'S RIGHT TO ENTER:

15A. Landlord and its authorized agents may enter the Apartment at any reasonable time to inspect, maintain, repair or photograph the Apartment, or do other necessary work, or to show the Apartment to lenders, insurance companies, marketing consultants, appraisers, photographers, or potential new residents or buyers. Landlord acknowledges Renter's rights under the Tenant's Right to Privacy Statute which provides Landlord shall make a good faith effort to give Renter reasonable advance notice under the circumstances of Landlord's intent to enter, subject to the exceptions set forth in the statute. If Landlord enters without prior notice and when the Renter is not present, Landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place on the premises. A request by Renter for work, repairs, or service at the Apartment shall constitute notice to Renter that Landlord intends to enter the property for purposes of responding to such request.

16) RENTER SHALL REIMBURSE LANDLORD FOR:

16A. Any loss, property damage, or cost of repair or service (including plumbing, water damages, smoke or fire damage problems) caused by negligence or improper use by Renter, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs Landlord has because of abandonment of the Apartment or other violations of the Lease by Renter, such as costs for advertising the Apartment; 4) any consequential or additional damages Landlord incurs because of Renter's failure to promptly report or give Landlord notice of a defective condition or repair problem including but not limited to evidence of pests or insects, water leakage or seepage, leaks, mold or moisture problems, that could have been remedied or made less severe by timely notice and reporting to Landlord ; 5) all court costs and attorney's fees Landlord has in any suit for eviction, unpaid rent, or any other debt or charge.

17) WHEN PAYMENTS ARE DUE:

17A. Any amount owed by Renter is due when Landlord asks for it. Landlord does not give up its right to any money owed by Renter because of Landlord's failure or delay in asking for any payment. Landlord can ask for any money owed by Renter before or after Renter moves out of the Apartment.

18) EVICTION:

18A. If Renter violates any of the terms of this Lease, Renter may be evicted immediately and without prior notice. If Renter is evicted but does not move out voluntarily, Landlord may bring an eviction action. If Renter violates a term of this Lease but Landlord does not sue or evict Renter, Landlord may still sue or evict Renter for any other violation of any term of this Lease. Under state law, a lawful seizure from any Apartment of any illegal object or substance, including drugs, constitutes unlawful possession of the apartment by the Renter. Other unlawful activities that void the Renter's right to possession include allowing controlled substances in the rental premises or common areas, prostitution or prostitution related activity, the unlawful use or possession of a firearm, allowing stolen property or property obtained in a robbery on the premises, or other disturbance or violation of any local ordinance relating to rental premises or nuisance activities. These activities are all grounds for an automatic eviction.

19) EVICTION AFTER PARTIAL PAYMENT OF RENT:

19A. It is expressly agreed to between Landlord and Renter that, pursuant to Minn. Stat. §504B.291, subd.1(c), acceptance by Landlord of less than the full amount of rent due from Renter does not waive Landlord's right to recover possession of the rental premises for nonpayment by Renter to Landlord.

20) LANDLORD'S LEGAL RIGHTS AND REMEDIES:

20A. Landlord may use its legal rights and remedies in any combination. By using one or more of these rights or remedies Landlord does not give up any other rights or remedies it may have. Acceptance of rent does not waive Landlord's right to evict RESIDENT for any past or existing violation of any term of this Lease.

21) DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:

Renter Initials: _____

21A. Landlord shall not be liable for any damage or losses to Renter or Renter's property unless caused by the willful misconduct of Landlord or Landlord's agent. Landlord shall not be liable for personal injury to Renter or Renter's guests or for damage to Renter's personal property caused by action of third parties or other accidents or casualties, including but not limited to criminal acts, acts of nature, fire, bursting pipes, water, sewer or sewage back-ups, water leaks, seepage, explosions, any casualty or other like causes.

21B. IT IS THE RESPONSIBILITY OF RENTER TO OBTAIN RENTER'S INSURANCE TO COVER PERSONAL PROPERTY, PERSONAL LIABILITY, ACCIDENT AND OTHER INSURANCE AND MEDICAL COVERAGE TO PROTECT RENTER(S) AND RENTER'S GUEST, RENTER'S PERSONAL PROPERTY AND IMPROVEMENTS INSTALLED BY RENTER AND TO COVER LIVING AND MOVING EXPENSES IN THE EVENT RENTER IS UNABLE TO LIVE IN THE PREMISES ON A TEMPORARY BASIS OR MUST VACATE DUE TO CASUALTY OR DAMAGE. INSURANCE CARRIED BY LANDLORD DOES NOT COVER ANY PROPERTY OF RENTER OR RENTER'S LOST USE OF THE PREMISES. ALL RENTERS ARE REQUIRED TO PROVIDE PROOF OF INDEPENDENT POLICY.

22) ACTS OF THIRD PARTIES/SECURITY DISCLAIMER:

22A. Landlord is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under Landlord's control.

22B. Landlord does not provide, guarantee or warrant security. Each Renter has the responsibility to protect him/herself, household members, children and guests. Landlord does not represent the unit or community is safe from criminal activities by third parties. Renters should call 911 if any suspicious activity or potentially unsafe or criminal conditions are observed. If you observe any unsafe condition in the building or community, please notify Landlord. Landlord does not provide security or law enforcement services and will not apprehend intruders if present. Renters should take the same precautions in any rental unit that they would in their own, privately owned family home to protect themselves and should contact the police or 911 if suspicious or criminal activities are observed or suspected. Landlord does not promise or warrant that Landlord will be aware of any crime that happens in the area or even on the property. Landlord disclaims any responsibility or obligation to give Renters notice or warning of any known or suspected criminal activity in the community or on the property. If Renters would like to obtain information regarding the specific crime statistics for the community or the geographic area of the Apartment, the local police station may be able to provide such information. Renters are encouraged to keep their Apartment doors closed and locked at all times and not to allow entry to the Apartment or the building to any person they do not know or have not invited to the Apartment.

23) DESTROYED OR UNLIVABLE APARTMENT:

23A. If the Apartment is destroyed or damaged so it is unfit to live in due to any cause, Landlord may, at its sole discretion, terminate this Lease with no obligation to transfer or relocate Renter. If the destruction of or damage was not Renter's fault, and Landlord terminates this Lease, rent will be prorated and the balance will be refunded to Renter. If destruction of or damage to the premises is Renter's fault, the Renter shall be responsible for rent as well as other damages.

23B. If, in Landlord's sole discretion, it believes the Apartment can be rebuilt or restored within a reasonable period of time, Landlord may choose to continue the Lease and prorate the rent for the period of time where Renter may not occupy the Apartment. Renter shall be responsible for Renter's relocation and temporary living costs during such time of rebuilding or restoration.

24) LEASE IS SUBJECT TO MORTGAGE:

24A. The Apartment building may be mortgaged or may be subject to a contract for deed. Renter agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to Renter's rights. For example, if a mortgage on the Apartment building is foreclosed, the person who forecloses on the Apartment building may, at their option, terminate Renter's Lease.

25) FALSE OR MISLEADING RENTAL APPLICATION:

25A. If Landlord determines that any oral or written statements made by Renter in the rental application or otherwise are not true or complete in any way, then Renter has violated this Lease and may be evicted.

26) BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE; NO ORAL AGREEMENTS:

26A. Any attachment to this Lease is a part of this Lease. If a term of any attachment conflicts with any term of this Lease, the attachment term will be controlling. Landlord's Rules and Regulations are a part of this Lease, and Landlord may make reasonable changes in these rules at any time by giving Renter written notice. No oral agreements have been made. This Lease and its attachments and any other written agreements are the entire agreement between Renter and Landlord.

Renter Initials: _____

27) LEAD PAINT DISCLOSURE:

27A. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the unit. Renter acknowledges receipt of EPA Lead-Based Paint information booklet: EPA747-K-99-001. "Protect Your Family From Lead In Your Home"

28) NOTICES:

28A. All Renters agree that notices and demands delivered by Landlord to the Apartment are proper notice to all Renters, and are effective as soon as delivered to the Apartment.

29) FAIR HOUSING:

29A. Landlord is an equal opportunity, fair housing provider. Landlord believes all Renters, potential residents, and applicants should be protected from discrimination in housing on the basis of race, color, ancestry, sex, religion, creed, national origin, marital status, familial status, status with regard to receipt of public assistance, disability, and affectional preference. Any act or practice believed to constitute discrimination should be reported to Landlord. Landlord will promptly investigate such reports and will take immediate action to eliminate any act or practice that violates the fair housing laws.

30) ATTORNEY GENERAL'S NOTICE:

30A. Upon request, the attorney General's Office will provide you with a statement and disclosure of the significant legal rights of owners and tenants of rental dwelling units. For further information, call or write: Attorney General's Office--State Capitol.

30B. *By signing below, the Renter(s) acknowledges that he/she/they have toured the unit, read, understand and agree to all of the conditions of this Lease, including the attached Rules and Regulations, and Care and Maintenance.

***The Renter(s) also agree to notify the office immediately of any changes in Renters' phone number(s) and/or email addresses; and to regularly review and comply with any updates or changes to the Rules and Regulations and Care and Maintenance.**

Renter	Date Signed	Security Deposit*	Water/Sewer/Garbage Pre-Payment*	Date Paid
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____
4) _____	_____	_____	_____	_____
5) _____	_____	_____	_____	_____
6) _____	_____	_____	_____	_____

MN: No more than a maximum of 5 unrelated renters may sign.

Individual Amounts due are for convenience of renters. All renters are responsible for total rent due, deposits and pre-payments owed.

	Total	Date Due	Date Paid
Landlord: _____	Security Deposit: _____	_____	_____
	WSG (MN)/WS (WI)	_____	_____
Date: _____	Pre-Payment: _____	_____	_____
	Pet Deposit: _____	_____	_____

*Water/Sewer/Garbage Pre-Pay covers entire year for each renter. Wisconsin Pre-pay is for water/sewer only.

NOTES

Renter Initials: _____