

RESIDENTIAL LEASE
THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS CERTIFIED THAT THIS LEASE
COMPLIES WITH THE MINNESOTA PLAIN LANGUAGE CONTRACT ACT.

(Minnesota Statutes, Sections 325G.29-325G.36). Certification of a contract by the Attorney General under the plain language contract is not otherwise an approval of the contracts legality or legal effect.

RESIDENT: (list all persons, and their dates of birth, who will live in the House)

MANAGEMENT: (Enter company name if applicable)

Anderson Residences LLC

STREET ADDRESS OF PREMISES ("House")

15370 96th Place N.
Maple Grove, MN 55369

DURATION OF LEASE 12 months

STARTING DATE OF LEASE _____

DATE THIS LEASE ENDS _____

NOTICE PERIOD FOR LEASE RENEWAL 30 days

MONTHLY House RENT: \$2,150

VIOLATION CHARGE/LATE FEE \$30 plus \$10 every day after the 2nd of the month _____

OTHER MONTHLY RENT CHARGES (e.g. Pet Fee) \$30 per pet, \$20 for each additional up to 2

TOTAL MONTHLY RENT \$2,150 **SECURITY DEPOSIT** \$1,500

UTILITIES INCLUDED IN RENT City of Maple Grove quarterly Utility Bill (max of \$200 per quarter)

UTILITIES PAID BY RESIDENTS Electricity, Natural Gas, City Utilities, Cable, Other

(the following is required by Minnesota Statutes, Section 504B.181)

Authorized Manager of House

Anderson Residences LLC
Dallas Lane N.
Maple Grove, MN 55311

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is:

Janine Anderson- Property Manager for Anderson Residences LLC

*Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders.

Additional agreements (if any)

Attached are

- (1) Crime Free, Drug Free Housing
- (2) Smoke Free Addendum
- (3) Garage Use Addendum
- (4) Pet Addendum

Management (acting as agent for the owner of the premises) and RESIDENT agrees to the terms of this Lease and any attachments that may be part of this Lease.

MANAGEMENT. _____ (RESIDENT)
Anderson Residences LLC _____
 _____ (RESIDENT)

Date Signed _____
 _____ (RESIDENT)

RESIDENT acknowledges receipt of the Lease by signature on this document.

TERMS OF THIS LEASE

A. RENT

- 1. PAYMENT: RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the first day of each month while this Lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT.
- 2. WHO IS RESPONSIBLE FOR THE RENT: Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to management.
- 3. DUTY TO PAY RENT AFTER EVICTION: If RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent until 1)the House is re-rented 2)the DATE THIS LEASE ENDS; or 3) If the Lease is month to month, the next notice period ends. If the house is re-rented for less than the rent due under this lease, RESIDENT will be responsible for the difference until the date this lease ends or, if the lease is month to month, until the end of the next notice period.
- 4. LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE: RESIDENTS will pay the service charge listed above if RESIDENT does not pay the full monthly rent by the 5th day of the month. RESIDENT also will pay a fee of \$30 for each returned check.

B. USE OF THE HOUSE

- 5. OCCUPANCY AND USE: Only the person listed above as RESIDENT may live in the house. Persons not listed as RESIDENTS may live in this house only with the prior written consent of management. RESIDENTS may use the House and utilities for normal purposes only .
- 6. SUBLETTING: RESIDENT may not lease the house to other persons (sublet), assign sign this lease or sell this lease without prior written consent of management.
- 7. RESIDENT PROMISES: 1.) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the neighbors to peace and quiet, or allow his or her guests to do so 2.) To use the house only as a private residence, and not to engage in any activity or a condition that is illegal or dangerous or which would

cause a cancellation, restriction, or increase the premium in management's insurance (3) Not to use or store on or near the house any flammable, toxic, hazardous, or explosive substances. (4) not to interfere in the management & operation of the house (5) not to engage in harassing, threatening, or discriminatory conduct directed at management or other RESIDENTS (6) That the house or areas surrounding the property will not be used by the RESIDENT, any member of the RESIDENT'S household, any guests of the RESIDENT, or by anyone acting under his or her control to manufacture, sell, give away, barter, deliver, exchange, distribute, possess, or use any illegal drugs or to engage in prostitution or any prostitution-related activity, or to unlawfully use or possess any firearm, or to allow any stolen property on the premises.

8. WATERBEDS: RESIDENT may not keep a waterbed or other water-filled furniture in the House without the prior written consent of MANAGEMENT.

9. PETS: RESIDENT may allow animals or pets in the House or in any common areas but certain pets require the written consent of MANAGEMENT, see "Pet Addendum."

C. CONDITION OF HOUSE

10. MANAGEMENT PROMISES: 1) That the House and all common areas are fit for use as RESIDENTIAL premisses; 2) to keep the House in reasonable repair and make necessary repairs within a reasonable time after written notice by RESIDENT except when damage is caused by intentional or negligent conduct of the RESIDENT or his/her guests; 3) to maintain the House in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 4) to keep the common areas in good condition.

11. RESIDENT PROMISES: 1) Not to damage or misuse the House or waste the utilities provided by MANAGEMENT or allow his/her guests to do so; 2) not to paint or wallpaper the House, or make any structural changes in the House without the prior written consent of the management; 3) to keep the House clean, and in compliance with all health and safety codes; 4) to give written notice to MANAGEMENT of any necessary repairs to be made; 5) to notify MANAGEMENT immediately of any conditions in the House that are dangerous to human health or safety, or which may damage the House or waste utilities provided by MANAGEMENT'S efforts at pest control. This may include, among other things, prior written consent of MANAGEMENT; 8) to cooperate with MANAGEMENT'S effort at pest control. This may include, among other things, RESIDENT'S emptying and clearing cabinets, drawers and closets, pulling furniture away from walls and allowing exterminator to enter and treat the House.

12. SECURITY DEPOSIT: MANAGEMENT may keep all or part of the security deposit: a)for damage to the House beyond ordinary wear and tear and b) for rent or other money owed to MANAGEMENT

13. DESTROYED AND UNLIVABLE HOUSE: If the House is destroyed or damaged so it is unfit to live in due to any cause, MANAGEMENT may choose not to rebuild or restore the House and/or may terminate this Lease, rent will be prorated and the balance will be refunded to RESIDENTS.

D. DURATION OF LEASE

14. FAILURE TO GIVE POSSESSION: If MANAGEMENT cannot provide the House to RESIDENT at the start of this Lease, RESIDENT cannot sue MANAGEMENT for any resulting damages but RESIDENT will not start paying rent until he/she gets possession of the House.

15. MOVING OUT BEFORE LEASE ENDS: If RESIDENT wishes to move out of the House before the DATE THIS LEASE ENDS, RESIDENT is responsible for rent and any other losses or costs including court costs and attorney fees.

16. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE: If RESIDENT wishes to move out of the House on the DATE THIS LEASE ENDS, RESIDENT must give MANAGEMENT prior written notice equal to the NOTICE PERIOD. If RESIDENT fails to give proper notice, MANAGEMENT may a) extend the Lease for one NOTICE PERIOD and b) raise the rent. If RESIDENT stays in the House after the DATE THIS LEASE ENDS, with the approval of MANAGEMENT, and RESIDENT and MANAGEMENT have not renewed this Lease or entered into a new Lease, this Lease shall be extended under its original terms except a) the duration shall be changed to month-to-month, and b) MANAGEMENT may raise the rent.

17. TERMINATION AND ALTERATION OF MONTH-TO-MONTH LEASES: When the Lease is month-to-month, MANAGEMENT and RESIDENT may terminate the Lease only by giving the other party written notice equal to the NOTICE PERIOD. A notice to terminate a Lease is effective on the last day of the month. MANAGEMENT may change any of the terms of a month-to-month lease, including the amount of rent by giving RESIDENT written notice at least equal to the NOTICE PERIOD.

18. MOVING OUT OF THE HOUSE: RESIDENT will move out of the House when this Lease ends, RESIDENT will be liable to MANAGEMENT for any resulting losses including rent, court costs, and attorney fees.

E. RIGHTS OF MANAGEMENT

19. EVICTION: If RESIDENT violates any of the terms of this Lease, MANAGEMENT may terminate this Lease immediately and without prior notice. If this Lease is terminated but RESIDENT does not move out voluntarily, MANAGEMENT may bring an eviction action. If RESIDENT violates a term of this Lease but MANAGEMENT does not terminate this Lease, or take eviction action, or sue RESIDENT, MANAGEMENT does not waive the right to take any of these actions for any other violation of any term of this Lease. Under the state law, a lawful seizure from any House of any illegal object or controlled substance, including drugs, constitutes unlawful possession of the House by the RESIDENT, and is grounds for an immediate eviction action.

20. EVICTION AFTER PARTIAL PAYMENT OF RENT: It is expressly agreed to between MANAGEMENT and RESIDENT that, pursuant to Minn.Stat. 504B.291 Acceptance by management of less than the full amount of rent due from RESIDENT does not waive MANAGEMENT'S rights to recover possession of the rental premises for non-payment by RESIDENT of balance of rent owed management.

21. ATTORNEY FEE AND ENFORCEMENT COST: If management brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual attorneys fees, or other legal fees and expenses including fees paid to a collection agency, expenses, and court costs even if rent is paid after the legal action is started.

22.) MANAGEMENT'S RIGHT TO ENTER: In accordance with applicable law, MANAGEMENT or its authorized agents may enter the House at any reasonable time to inspect, improve, maintain or repair the house, or do other necessary work, or to show the house to potential new RESIDENTS or buyers.

23. MANAGEMENT'S LEGAL RIGHTS AND REMEDIES: MANAGEMENT may use its legal rights and remedies in any combination. By using one or more of these rights or remedies management does not give up any other rights or remedies it may have. Acceptance of rent does not waive management's right to evict RESIDENT for any past or existing violation of any term of this lease.

24. LEASE IS SUBJECT TO MORTGAGE: The house may be mortgaged or may be subject to a contract or deed. RESIDENT agrees that the rights of the holder of any present or future mortgage or contract for

deed are superior to RESIDENT's rights. For example, if a mortgage on the house is foreclosed, the person who forecloses on house may, at their option, terminate RESIDENT's lease.

F. LIABILITY OF RESIDENT AND MANAGEMENT

25. DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY: MANAGEMENT is not responsible for any damage or injury that is done to RESIDENT or his or her property guests or their property that was not caused by management. MANAGEMENT requires that RESIDENT obtain renters insurance to protect against injuries or property damage. Please see attached addendum titled "Renter's Insurance" information.

26. ACTS OF THIRD PARTIES : Management 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 MANAGEMENT'S control.

G. EXTERIOR MAINTENANCE

To help keep rent costs low, the tenant will provide their own lawn service and snow removal service. City of Maple Grove ordinance code limits the height of weeds and grasses on non-agricultural land to a maximum of eight inches. If tenants fail to cut grass and manage weeds, the landlord will give two warnings before lawn service and/or weed service is provided at a cost of \$60 per mow and \$40 fee each weed treatment application. According to city ordinance, if this issue is not addressed by either the tenant or the landlord, the City, or a private contractor hired by the City, will cut and the cost will be billed or assessed to the property owner and passed on to the tenant. If you have questions, tenants are free to call the Tree/Weed Inspector at 763-494-6370.

Tenant agrees to follow the Maple Grove City Code regarding the exterior appearance of the property. Failure to follow the Maple Grove City Code will result in a \$30 fee for each violation plus any fines that are assessed to the Property Management Company, Anderson Residences LLC. Property Management company may evict RESIDENTS for 3 or more Maple Grove City Code violations.

(2) Smoke Free Addendum

This addendum is attached to and made part of the lease commencing on the ____ day of _____, _____ between _____ and Anderson Residences for the premises located at 15370 96th Place N., Maple Grove, MN 55369.

RESIDENT, and all member 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 party's desire to mitigate (1) the irritation and known health effects of second-hand smoke (2) the increased maintenance, cleaning, and redecorating costs in the house from smoking (3) increase risk of fire from smoking and (4) the higher cost 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, household, and guests are not permitted to smoke anywhere inside or outside the property that is rented by the RESIDENT. The RESIDENT agrees and acknowledges that this policy applies to all guests and visitors of the RESIDENT and that a violation of this policy by the RESIDENT, members of RESIDENT's household, guests, visitors, or persons coming to RESIDENT's house because of the RESIDENT, shall be a breach of this lease and grounds for termination of RESIDENT's occupancy agreement.

Agreed To:

RESIDENT

RESIDENT

RESIDENT

Management/Owner

(3) Garage Rental Addendum

Warning and Disclaimer

Management is not responsible for lost or stolen property or damage to the vehicles. Garage doors are to be closed when not in actual use. The garage, which is attached to the home and is included in the monthly rent, can be used by tenants and guests. The garage is intended solely for the storage of a motor vehicle bicycle or similar property that is built to withstand the elements. The garage is not suitable for storing personal property or other items that may be damaged by cold, moisture, or small animals or pests that often enter into garage spaces. Any use of the garage for storage of personal property is solely at the RESIDENT'S own risk and is contrary to the terms of this garage rental agreement.

Locks:

No other locks or security devices may be added to the garage unless the RESIDENTS receives prior written permission from management and provides management with a copy of the key(s) or the combination for the additional lock or security device.

Improvements and alterations

No improvements or alterations shall be made without the prior written consent of management. The RESIDENT agrees to protect the garage and not to place any nails, screws, or hooks upon the doors, floors, or cabinet walls. With the termination of this rental agreement, the RESIDENT is required to remove property from the garage and leave the garage in a clean and broom swept condition. Any personal property left behind in the garage at the end of this garage rental agreement will be handled as required by Minnesota statutes. RESIDENTS will be liable for charges for management's removal, storage, or disposal of abandoned property.

(4) Pet Agreement Addendum

Property Address: 15370 96th Place N., Maple Grove, MN 55369

Tenant 1: _____

Tenant 2: _____

- 1.) Tenant agrees that they shall keep no pets for the exception listed on the next sentence of this agreement. The only pets that are allowed are small animals that can be caged or placed in a bowl such as turtles, fish, hamsters, etc. Larger caged and uncaged animals (dogs, cats, snakes, ferrets, etc.) need to be approved by management and are subject to a \$30 monthly non-refundable pet fee.
- 2.) Furthermore, tenant represents that he or she does not own any pets with the exception of item (1) at the time of tenant's signature.
- 3.) This agreement is an addendum to the lease agreement by which the tenant rents the premises as described in the lease agreement. The breach of any term of this agreement shall be deemed a breach of the lease agreement, and subject to all remedies available under Minnesota State Law.

Date: _____ Tenant's Signature: _____

Date: _____ Tenant's Signature: _____

RENTER'S INSURANCE INFORMATION

This lease agreement requires tenants to have or obtain renter's insurance within 7 days of signing this lease.

I currently do have insurance

Insurance Company_____

Policy Number_____

I currently do not have insurance but will be obtaining insurance and will contact landlord within 7 days of signing this lease agreement with the Insurance company and policy number. MANAGEMENT reserves the right to void this lease agreement if this information is not provided.