**THIS LEASE AGREEMENT** ( “Lease”) made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( “Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”).

(separately list each adult who will occupy the premises)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone Email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”)

Name Phone Email

Landlord and Tenant Agree to the following Terms and Conditions:

Each person above named, as Tenant, shall sign the Lease, as Tenant. Each person above named, as Tenant, individually and collectively, is responsible for the entire amount due to Landlord under the Lease and is responsible for all of Tenant’s obligations under the Lease.

AUTH0RIZED OCCUPANTS/MINORS

Only the Tenants and Authorized Occupants/Minors listed above may reside or regularly stay in the Premises, unless otherwise required by law. Tenant shall not allow other persons to reside or stay in the Premises without Landlord’s prior written consent. The number of persons may be further restricted in accordance with the Minnesota State Building Code and/or local building codes. The Premises shall be used for residential purposes, only.

**LANDLORD AND MANAGERS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The person/s authorized to manage the Premises and the Landlord or agent(s) authorized to accept service of process and receive and give receipts for notices is:

Name \_\_\_\_\_W.K.Melin\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_6645queen@gmail.com\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. \_\_\_\_\_\_\_612.231.7725\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LEASED PREMISES** (“Premises”)

Dwelling unit #\_\_\_\_\_\_\_\_\_\_located at:

\_\_\_\_\_6645 Queen Ave So, Richfield, MN 55423

\_\_\_\_\_162 Wheeler, St. Paul, MN

**TERM OF THE LEASE**

Landlord leases to Tenant and Tenant leases from Landlord the above described Premises for a term of: month to month, such term beginning at 4:00 P.M. on the date set forth below and ending at 12:00 p.m. ( noon) on the date set forth below. Please note: Any lease that is or has become month-to-month, the tenant may not give notice to vacate the apartment from November 1st through March 1st of any year.

BEGINNING DATE OF POSSESSION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ENDING DATE OF POSSESSION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RENT AND PAYMENTS**

**RENT:**

Tenant shall pay, without demand, to Landlord as rent for the Premises, the sum \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**per month** (“Rent Payment”), payable in advance on the first (1st) day of each calendar month (“Due Date”) during the Term of the Lease. Tenant shall pay each monthly Rent Payment in a single installment. All Rent Payments shall be made to Landlord at Landlord’s address: \_\_\_\_\_\_\_\_\_\_\_\_**6645 Queen Ave S #100B Richfield, MN 55423**\_\_\_\_\_ (RENT IS CONSIDERED PAID WHEN THE FULL AMOUNT OF THAT MONTH’S RENT PAYMENT IS RECEIVED BY LANDLORD.)

**Each person named as Tenant is jointly and severally liable for payment of the full amount of each Rent Payment, and for any other charges, damages or financial obligations owed to Landlord hereunder.** Tenant’s obligation to make Rent Payments shall survive the termination of this Lease. Tenant shall continue to make all Rent Payments pursuant to the terms of this Lease even if Tenant surrenders the Premises or is evicted by Landlord. Rent Payments for any partial month during the Term of this Agreement shall be prorated. Landlord shall make a good faith effort to mitigate damages.

**RETURNED CHECK FEES**:

Tenant shall also pay $50.00 for each unpaid check returned by Tenant’s bank.

**LATE FEES:**

In the event any Rent Payment required to be paid by Tenant under this Lease is not made within five (5) days of the Due Date, such payment is considered late and Tenant shall pay to Landlord a Late Fee in the sum of $75.00 dollars. In the event that any Late Fees are not paid in full by the next following Due Date, Tenant shall be deemed to have materially breached this Lease and Landlord shall have the right to evict Tenant, bring action to collect any amounts owed, and to seek damages caused by the late payment or non-payment.

**SECURITY DEPOSIT:**

**$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Landlord may use this security deposit after Tenant has vacated:

a. To cover Tenant’s failure to pay rent or other money due Landlord.

b. To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

Within 21 days after the tenancy ends and provided Tenant gives Landlord a forwarding address, Landlord shall return the security deposit or send a letter explaining what sum was withheld and the reason(s) for the withholding.

**DAMAGE CAUSED BY TENANT:**  Tenant shall pay for any loss, property damage, repair or service costs caused by the willful, negligent or improper actions by Tenant or by another person who is on the premises with Tenant’s consent, express or implied. Without limitation to the foregoing, Tenant is responsible for damage caused by doors or windows being left open, including plumbing and window treatments, water damage and any and all costs incurred by Landlord because of abandonment of the Premises or other violations of the Lease by Tenant, such as costs for advertising the Premises; court costs and attorney’s fees.

**OTHER CHARGES:** Any sum (other than Rent) which may become payable by Tenant to Landlord, is due upon demand. Any delay in making demand shall not be considered a waiver.

**OCCUPANCY AND USE:**

**PREMISES INSPECTION:** Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and complete a second inspection sheet.

**GUEST AND VISITORS**: It is understood that from time to time Tenant will have periodic guests and visitors for social and family purposes, but if the number of guests and visitors is excessive in terms of total number or its tendency to disturb fellow tenants or neighbors, then Landlord may ask Tenant to restrict or limit the number of visitors. Excessive traffic from visitors, guests at unusual hours or visits of short duration is a disturbance and a violation of this Lease.

**The maximum occupancy for a 1 bedroom unit is 2 people**

**The maximum occupancy for a 2 bedroom unit is 4 people**

Any more than the above occupancy for more than 2 days in a month will be considered excessive.

**USE OF PREMISES**:

Waterbeds or other water-filled furniture are not allowed on the Premises.

Pets or animals are not authorized on the Premises without Landlord’s prior written approval. There is an additional monthly charge/security deposit for animals or pets approved by the Landlord. Unauthorized pets or animals will be considered a breach of lease and Landlord will charge double the rent until the lease is terminated.

Tenant shall not add or change locks. At Tenant’s request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant’s expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Tenant’s expense.

Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of the Premises. [“Curtilage” means the grounds surrounding the building in which the Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only. Vehicles parked, abandoned, unused or improperly blocking others or access to the building or its parts may be towed from the property without advance notice to the resident and at the Tenant’s expense. All vehicles must have current license tags. The Tenant must clean any oil or gasoline spilled on the driveway or the Landlord will hire a contractor to do so, and the cost will be assessed to the vehicle’s owner. Landlord may have the vehicle towed away to: Cedar Towing, Minneapolis 612-721-6645 or a local towing company in Alexandria, MN.

Exhibit A, Addendum to Lease, Crime Free/Drug Free Housing, Exhibit B, Addendum to Lease, Smoke and Carbon Dioxide Alarms, Exhibit C, Addendum to Lease, Harassment, Exhibit D, Addendum to Lease, Lead Paint Warning, is incorporated herein and made a part hereof.

**UTILITIES:**

**INCLUDED IN RENT:**

Apartments

\_\_\_\_ Natural Gas

\_\_\_\_ Heat

\_\_\_\_ Garbage

\_\_\_\_ Water & Sewer

**NOT INCLUDED IN RENT:**

Apartments

Tenant pays Service Provider:

\_\_\_\_ Electricity

\_\_\_\_Gas

\_\_\_\_ Telephone

\_\_\_\_ Cable

**PRORATED:**

Charged to Landlord and prorated to Tenant by Landlord

1.

2.

3.

If utilities or services are prorated by Landlord and billed to Tenant, Landlord is deemed the customer of record under contract with the service provider and shall pay the provider directly. Landlord may pro-rate the service bill among the Tenants of the building. The proration shall be by the following: Tenant shall pay for its pro-rata share for the service performed by the service provider plus any appropriate taxes charged. Upon request, Landlord shall provide Tenant with a copy of each actual service bill for the building.

**LANDLORD’S RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose provided Landlord first make a good faith effort to give Tenant reasonable prior notice of the intent to enter. Examples of a reasonable business purpose include, but are not limited to: 1) Showing the unit to prospective tenants, 2) Showing the unit to a prospective buyer or insurance agent, 3) Inspecting the condition of the premises and performing maintenance, repairs, improvements or other necessary work (The foregoing provision does not, and shall not be construed so as to impose liability on landlord to inspect, make repairs, alterations or improvements or do any decorating, remodeling or cleaning except as otherwise herein provided), 4) Showing the unit to state or local officials (e.g. fire, housing, health or building inspectors) inspecting the property; 5) Checking on a tenant causing a disturbance within the unit; 6) Checking on a tenant the landlord believes is violating the lease,7) Checking to see if a person is staying in the unit who has not signed the lease, 8) Checking the unit when a tenant moves out. Landlord may enter the Premises without prior notice in an emergency. Examples of an emergency include but are not limited to: 1) When immediate entry is necessary to prevent injury to property or people due to concerns over maintenance, building security or law enforcement, 2) When immediate entry is necessary to determine a tenant’ safety, 3) When immediate entry is necessary to comply with state law or local ordinance. If Landlord a landlord enters without giving prior notice and the tenant is not present, the landlord must give written notice to the tenant. 4) Landlord shall disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place on the Premises. Tenant shall keep Landlord informed of Tenant’s telephone number, or if none, then of another method by which Landlord may contact Tenant for matters in connection with this Lease.

**DAMAGE OR INJURY TO TENANT OR TENANT’S PROPERTY.** Landlord is not responsible for any injury or damage to Tenant, Tenant’s property or Tenant’s guests that was not willfully caused by Landlord. Landlord advises Tenant to purchase **“Renter’s Insurance Coverage”** from a reputable insurance company to protect Tenant and Tenant’s personal property from loss. Tenant shall not, permit or keep anything in, upon or about the Premises which will contravene the terms of Landlord’s policy insuring against loss or damage by fire or other hazards, including without limitation public liability, or which will prevent Landlord from obtaining such policies from companies acceptable to Landlord. Landlord shall have no obligation to repair or replace any of Tenant’s fixtures, personal property or leasehold improvements. Landlord is not responsible for the actions, or for the damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers). Tenant shall promptly notify Landlord of any conditions that might be considered dangerous or which may cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in writing.

Tenant and Landlord waive all rights of subrogation against the other for loss or damage covered by insurance.

**TERMINATION OF TENANCY** **AT LEASE ENDING DATE**. Upon the expiration of this Lease, Tenant shall peaceably and quietly leave, yield up and surrender the Premises (including storage units, garage and parking stalls) to Landlord in good, clean and orderly condition and repair, ordinary wear and tear excepted. The Premises must be free of occupants, trash and Tenants property. Tenant must shampoo carpet before move out and remove any stains not present on move in. Tenant must give Landlord a forwarding address and give Landlord all keys and personal property issued to the Tenant for Tenant’s use such as garage door openers, and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant. Tenant must move out no later than 12:00 p.m. (noon) on the Ending Date.

**HOLDING OVER**. Holding Over after the Ending Date is not authorized without the express written consent of Landlord. If Tenant occupies the Premises after the Ending Date with Landlord’s express written consent and this Lease has not been renewed nor a new lease made, Tenant’s lease is a month-to-month tenancy. Written notice is required by Landlord or Tenant to end such month-to-month lease with a 60 day notice prior to the beginning of the month 60 days from termination. The notice must end the month-to-month lease on or before the last day of the month 60 days prior to the termination and must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice must be received on Feb 28 or earlier. Unless otherwise amended all terms of this Lease apply on a month-to-month tenancy. Landlord may change any of the terms of a month-to-month Lease, including the amount of rent, by giving Tenant a 30 day written notice prior to the beginning of the month the change shall go into effect.

**PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY**. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault or neglect of Tenant or a person under tenant’s direction or control, either Landlord or Tenant may end this Lease. To end this Lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the date the Premises became unfit for occupancy. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault or neglect of Tenant or a person under the Tenant’s direction or control, Landlord may end this Lease. Landlord shall give prompt written notice to Tenant.

**BREACH OF LEASE**. If tenant breaches this lease, including any uncured breaches of Exhibit E, Landlord may:

a. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).

b. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action).

c. Landlord may accept rent for a period up to the date possession is to be transferred without giving up Landlord’s right to evict. It is expressly agreed between Landlord and Tenant that, pursuant to Minn. Stat. 504B.291, Subd. 1(c), acceptance by Landlord of less than the full amount of rent due from Tenant does not waive Landlord’s right to recover possession of the rental premises for nonpayment by Tenant of balance of rent owed to Landlord.

d. Eviction for Illegal Activities. The following activities are not allowed on the Premises:

making, selling, possessing, purchasing or allowing illegal drugs; illegally using or possessing firearms; or allowing prostitution or related activities or any other illegal activities as outlined in sect 193.04 in the St Paul Ordinances. A Tenant violating this law loses the right to the Premises. Landlord will seek an expedited hearing for eviction in an unlawful detainer action .

e. Eviction for Misrepresentations. Any materially false statement made by Tenant to the Landlord that induces the signing of this Lease is a breach of this Lease. If Landlord determines that any oral or written statements made by Tenant in the rental application or otherwise are not true or complete in any way, then Tenant has breached this Lease this Lease and may be evicted.

f. For St Paul properties: The landlord, under this lease, shall not unilaterally terminate or attempt to terminate the tenancy of any tenant unless the landlord can prove in court that just cause exists. The reasons for the termination of tenancy listed in the city of Saint Paul just cause notice section 193.05 and no others shall constitute just cause under this provision.

g. In the event the rent is not received by the 15th of the month, the landlord will commence eviction proceedings against the tenant. Tenant shall accept as having received notice any notification delivered via text message, email or mail. The eviction process adds approximately $450 in legal and court costs to the outstanding balance. Provided all the back rent, penalties, and eviction proceedings costs are paid in full to the landlord prior to the court hearing, management may except the default as cured and may reinstate the lease.

**SUBORDINATION**. This Lease is subordinate to any mortgage against the Premises. No new owner or lender shall disturb Tenant’s occupancy, but shall have Landlord’s remedies if Tenant defaults. Tenant shall sign documents reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgage.

**EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal right and remedies. The use of one or more rights or remedies is not an election of remedies. Acceptance of rent does not waive Landlord’s right to evict Tenant for any past or existing violation of any term of this Lease.

The Premises building may be mortgaged or may be subject to a contract for deed. Tenant acknowledges that the rights of the holder of any present or future mortgage or contract for deed are superior to Tenant’s rights. For example, if a mortgage on the Premises building is foreclosed, the person who forecloses the mortgage on the Premises building may, at their option, terminate Tenant’s lease.

**ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS**. Attachments to this Lease are part of this Lease. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant. If a term of any attachment conflicts with any term of this Lease, the attachment term will be controlling. Landlord’s building rules are part of this Lease, and Landlord may make reasonable changes in these rules at any time by giving Tenant written notice.

Landlord and Tenant may change the terms of this Lease in writing.

**NOTICES**. A notice or demand mailed to Tenant at the Premises address, slid under the door at the Premises door or handed to any one of the Tenants named above is notice to all Tenants. All Tenants agree that notices and demands delivered by Landlord to the Premises are proper notice to all RESIDENTS, and are effective as soon as delivered to the Apartment.

LANDLORD RESERVES THE FOLLOWING:

a. To change the name or street address of the building.

b To have pass keys for the Premises.

c. Any other provision of this Lease notwithstanding Landlord reserves the right to adopt and promulgate reasonable nondiscriminatory rules and regulations from time to time, including the right to designate parking, close portions of the Common Area from time to time for repairs, to prevent accruing of public rights or for any other legitimate purpose including without limitation safety, noise abatement, or hazardous conditions.

**SUBLETTING - RENEWAL.** Tenant shall not sublet part or all of the Premises. Tenant shall not assign this Lease. Tenant shall provide sixty days **(60)** written notice of Tenant’s request to renew the Lease. Nothing contained in this paragraph nor any other provision of this Lease shall be construed to obligate Landlord to renew this Lease.

**TERMS.** Where appropriate, singular terms include the plural and plural terms include the singular.

**OTHER PROVISIONS OR EXHIBITS WHICH ARE PART OF THIS LEASE:**

Addendum to Lease Exhibit A, B, C, D & E (Policies & Procedures)

Inspection (Move in)

Tenant’s Informational Form

Tenant’s Acceptance Letter

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Landlord and Tenant agree to this enclosed Lease, pages 1 through 7. This signing page is part of the individual Lease made this \_\_\_\_\_\_\_\_\_day of 20\_\_\_\_ by and between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Landlord) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenant), for the property SET FORTH ABOVE.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Date Phone Email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Date Phone Email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Date

Emergency Contact Information:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone Email

EXHIBIT A

ADDENDUM TO LEASE

CRIME-FREE/DRUG-FREE HOUSING OR EQUIVALENT

This Lease Addendum for Crime-Free/Drug-Free Housing or Equivalent (this “Addendum”) made and entered into this day\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_6645 Queen LLC\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(list all Tenants) (each individually and collectively, the “Tenant”).

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement (the “Lease”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , concerning the real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_6645 Queen Ave S Richfield MN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Premises”).

NOW, THEREFORE, in consideration of the execution or renewal of the Lease of the Premises in the Lease, Landlord and Tenant agree as follows:

1. Tenant, any members of Tenant’s household or a guest or other person under Tenant’s control shall not engage in illegal activity, including drug-related illegal activity, on or near the Premises. “Drug-related illegal activity” means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.(MN Statute 152.092)

2. Tenant, any members of Tenant’s household or a guest or other person under Tenant’s control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the Premises.

3. Tenant or members of the household will not permit the Premises to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.

4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the Premises or otherwise.

5. Tenant, any member of Tenant’s household, or a guest or other person under Tenant’s control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the Lease that otherwise jeopardizes the health, safety or welfare of Landlord, his agent(s) or other tenants.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL BREACH OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE LEASE AND EVICTION**. 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. Proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence. It is not necessary for Landlord to allege or prove that the breach constitutes a “crime” but it shall be sufficient to show that the activity is illegal, or unlawful, even if it does not meet the statutory definition of a crime.

7. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

8. This Addendum, including the terms and conditions contained herein, is hereby incorporated by reference into the Lease as if fully reproduced therein.

EXHIBIT A

ADDENDUM TO LEASE

CRIME-FREE/DRUG-FREE HOUSING OR EQUIVALENT

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Addendum to be

executed on the date first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Signature Date

EXHIBIT B

ADDENDUM TO LEASE

SMOKE AND CARBON DIOXIDE ALARMS

This Lease Addendum for Smoke and Carbon Dioxide Alarms (this “Addendum”) made and entered into this day\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_6645 Queen LLC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(list all Tenants) (each individually and collectively, the “Tenant”).

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement (the “Lease”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , concerning the real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_6645 Queen Ave S Richfield MN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Premises”). In the event of any contradictory or ambiguous language or provisions between said Lease Agreement and the Addendum the language and provisions of the Addendum shall apply and control.

NOW, THEREFORE, in consideration of the execution or renewal of the Lease of the Premises in the Lease, Landlord and Tenant agree as follows:

2. ADD PARAGRAPH 2.5 OTHER CHARGES

2.5 A $50.00 fine per device will be assessed to any Tenant tampering with the smoke alarms and/or carbon dioxide alarms located in their apartment. This includes but is not limited to removing the battery, permanently removing front cover from alarm, not replacing battery when alarm is beeping, or dismantling alarm in any way. Periodically management will be checking the alarms without prior notice being given to Tenant.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Date

EXHIBIT C

ADDENDUM TO LEASE

HARRESSMENT

Harassment- Unwelcome behavior- conduct - the person did not solicit or incite and regards as undesirable or offensive.

You can’t ogle; block a person’s way; stare at; wink; blow kisses; whistle.

Impose personal or social values on a person’s private life unless the person’s conduct clearly interferes with the ability to conduct living in the apartment.

*Privacy:* Recognize and respect tenant’s rights to their own private lives. As long as their personal life-styles do not interfere with the apartment building, you have no business interfering in their lives.

*Unreasonable Conduct:* Treating someone as if that person were inferior to you. This includes condescension (refusing to take someone seriously), verbal abuse (making negative or derogatory comments), exclusion (overlooking or denying someone access to places, people or information) and tokenism or “Window Dressing” (including selecting one or few members of a group).

*Harassment:* Repeated, unwanted, or unwelcome verbalisms or behaviors of a sexist, racist, or ageist nature or with overtones related to a protected characteristic, e.g., sex, race, ethnicity, religion, age, disability, or military status.

*Hostile Environment:* Conduct that has the purpose or effect of unreasonably interfering with a person’s living environment or creates an intimidating environment.

*Unwelcome Behavior:* Conduct that the tenant did not solicit or incite and that the person regards as undesirable or offensive.

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Landlord Date

EXHIBIT D

ADDENDUM TO LEASE

LEAD PAINT WARNING

**LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises. (If none, state “none.”)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reports Disclosed.** Landlord provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports are available to Landlord, state “none.”)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant’s Acknowledgement.** Tenant has reviewed the records or reports noted in paragraph B., above and has visited, read and understands the following link:

<http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>

<http://www2.epa.gov/lead/proteja-su-familia-contra-el-plomo-en-el-hogar>

If the link(s) above fail to work, cut and paste the below into your browser:

<http://www2.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf>

it is a copy of the pamphlet, Protect Your Family from Lead in your Home, EPA publication EPA747-K-94-001.

Tenant’s initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Agent’s Acknowledgement.** Agent has informed Landlord of Landlord’s obligations under 42 U.S.C. 4852(d) and is aware of agent’s responsibility to ensure compliance.

By signing below, Landlord, Tenant and Agent certify the accuracy of the statements in the above paragraph.

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Tenant Signature Date

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Tenant Signature Date

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Landlord Signature Date

EXHIBIT E

Polices & Procedures

POLICIES AND PROCEDURES FOR APARTMENTS

The following is a listing but not limited to the policies and procedures for yourself and your apartment or townhome. These policies and procedures can change at any time.

1. UTILITIES
   1. Any tenant’s electrical utility that is cut off by the utility company is a breach of Lease. Tenant has to immediately reinstate utility and pay any and all costs imposed by the utility company or immediately terminate their tenancy and remove themselves and their possessions from the premises within 24 hours. They will be responsible for any and all costs from the utility company the Landlord has to pay to reinstate the service.
   2. Tenants will not abuse the use of water and will notify the Landlord immediately of any leaks or toilets that don’t stop running. Tenant shall cover the first $75.00 of any service calls to the plumber to clear a drain (unless the clog is caused by another Tenant on the same drain line)
   3. The garbage removal service is paid by the Landlord however, if you have large items (TVs, chairs, sofas, beds, dressers, etc.) take item to the dump or call the office for the office to arrange a pickup. You are responsible for the cost of these pickups and the item/s must be paid for prior to pick up.
   4. No tenant is allowed to throw out any item that can’t fit into the dumpster.
2. SATELLITE DISH
   1. No tenant shall place a satellite dish anywhere attached to the building. Tenants and their representatives are not allowed to place any holes in the existing building. You must contact Landlord and receive written permission for any change.
3. LAUNDRY FACILITIES (if applicable)
   1. Do not ever use dyes or non-colored fast fabrics in the machines. You will be charged if the drum is discolored from your clothes. Townhome residents will be charged for a new replacement drum or wash machine, whichever is less expensive.
4. PREMISES (APARTMENTS OR TOWNHOMES INSIDE)
   1. Tenants are not allowed to paint, wallpaper or alter any part of their premises without written notice from the Landlord and/or the Landlord’s representative.
   2. The Tenant may be allowed to make their own improvements at tenants expense, BUT ONLY WITH LANDLORD’S PRIOR WRITTEN APPROVAL, additional deposits may apply, and work must be done by licensed professionals.
   3. Tenants are not allowed to put visible holes in the walls. There are products on the market to eliminate holes when hanging pictures or other items. Please use good common sense.

c. The premises must be returned to the Landlord in the same condition as you moved in, except for normal wear and tear. Normal wear and tear does not include but is not limited to:

* + - 1. Visible marks on the walls and ceilings
      2. Visible holes in the walls or ceilings
      3. Dirt and/or scum in and around the shower/tub area

4. Unclean drip pans on the stove and surrounding area

5. Marks and dirt on the carpets

EXHIBIT E

Polices & Procedures

6. Visible dirt and/or marks on the verticals or blinds

7. Dirty windows on the inside only

8. Dirt, dust or whatever under and behind stove and refrigerator

9. Dirty floors

1. Cupboards, closets, drawers and vanities unclean inside and out

d. Tenant shall insure that the air conditioner setting does not freeze up the unit. If water runs from unit turn off for up to 8 hours and defrost the unit. If there is visible frost on the unit or pipe coming from the outdoors unit, you have frozen your unit. Defrost at that time.

e. PETS. Tenant shall not have animals or pets on the Premises without Landlord’s prior written approval. There is an additional monthly charge and security deposit for animals or pets approved by the Landlord.

g. Bikes, wagons, toys, etc. are to be kept only where permitted by Landlord, not in hallways.

j. Garages must be kept as a storage facility for your cars. They may not be converted to any other use, such as storage areas, family rooms or bedrooms. (If applicable)

k. Each Tenant has control and use of his/her garage, except for the following limitations, which are imposed for the safety and welfare of all the residents (if applicable):

l. Storage of flammable fluid is not allowed, except in approved containers. Explosive substances of any kind are not allowed on the property at any time.

m. Overhead garage doors are to be closed when not in immediate use for safety as well as appearance.

n. Garages are to be used for the purpose of parking the owner’s vehicles. An owner’s vehicle shall not be kept elsewhere on the property when their garage is available.

o. Maintenance and repair of an owner’s vehicles may NOT be undertaken in apartment garage.

p. The operation of power tools, radios, or other noise sources between the hours of 10:00 p.m. and 7:30 a.m. is prohibited. Large gatherings or parties, and the use of any noise source, which would cause a disturbance to adjacent Tenants, are also prohibited between these hours.

1. PREMISES (OUTSIDE)
   1. If Tenant smokes cigarettes or other legal substances outside they will police their own cigarette butts at all times.

b. No vehicles, except operational and regularly used (at least weekly) passenger cars, will be allowed on any parking lot or elsewhere on the premises.

c. Vehicles parked, abandoned, unused or improperly blocking others or access to the building or its parts may be towed from the property without advance notice to the resident and at the Tenant’s expense. Vehicles shall not be left standing anywhere on the property in a non-operative condition. They must be towed or hauled away within 24 hours of not operating. All vehicles must have current license tags. The Tenant must clean any oil or gasoline spilled on the driveway or the Landlord will hire a contractor to do so, and the cost will be assessed to the vehicle’s owner.

d. No recreational vehicles or boats may be parked on the premises.

e. Tenant will not paint attach or display in or near the Premises any signs visible outside his/her Premises or in the common areas.

EXHIBIT E

Polices & Procedures

f. No gardens (flowers or vegetables) will be permitted. No permanent flower boxes or hanging baskets are permitted. Removable flower boxes are permitted on the porches only.

g. Garbage shall be placed in the centralized garbage receptacles provided by the Landlord. All garbage must be bagged, canned or boxed so it cannot blow about or be gotten into by animals.

h. Charcoal barbecues shall not be used on wooden decks. They can be placed on a cement slab or on the lawn. However, the barbecue cannot be put closer than three (3) feet to a structure.

1. TENANT

a. Only tenants may have keys to the premises. You must have written permission to give a key to another person.

b. No pets of any kind.

c. Tenant is not permitted to let people sleep or live in their premises that are not listed on the lease. Contact office if a guest will be staying with you. From time to time the Landlord may condition the giving of its consent for any person to stay in the premises as a regular guest or be added to the rental agreement on such person being screened for occupancy in accordance with Management’s Tenant Selection and Screening Criteria.

d. Management reserves the right to exclude Resident’s guests from the legally described premises by giving such guests a trespass notice and advising residents that such guests are no longer permitted at the Resident’s home or on the legally described premises if such guests pose or are reasonably believed to pose a danger to the health, safety, morals or quiet enjoyment of the community or employees of Management.

e. Tenant shall pay for all loss, cost, damage (including plumbing trouble) caused by the willful or irresponsible conduct of tenant or by a person under Tenant’s direction or control.

f. Tenant shall not remove any and all permanent fixtures.

g. You may not change the locks without written permission from the Tenant to the Landlord and from the Landlord to the Tenant. If you lose a key to the door/s, you will be charged a $75.00 lost key fee.

1. Tenant shall give the Landlord Tenant’s home phone number within 7 days after beginning residence
2. Tenant should obtain rental insurance. We strongly recommend you obtain “renters’ insurance” or other similar insurance coverage. The Owner or Manager’s insurance policy covers none of your personal property or other belongings. Without renters’ insurance, your personal belongings are not protected against fire, burglary, water damage (including sewer back-ups, roof leaks and storm damage), vandalism and/or any other damages. Without renters’ insurance, you may not have any compensation or recovery for temporary or permanent loss of use of your apartment or moving expenses due to damage, destruction, or other casualty. Landlord does NOT insure the possessions of the Tenant.

j. Tenant shall:

* + 1. Use premises only as a private residence
    2. NOT use premises in any way that is unlawful

EXHIBIT E

Polices & Procedures

* + 1. NOT use premises in any way that is illegal
    2. NOT use premise in any way that is dangerous
    3. NOT store any inflammable or explosive substances in or near the building and/or your premises
    4. NOT interfere with the management of the building and/or premises
    5. Notify Landlord of any and all repairs needed verbally and then in writing
    6. Recycle or dispose of trash in the outside containers provided

1. SMOKING. Tenant may not smoke on the Premises. Landlord prohibits smoking within the Premises by Tenant and/or guests, and only outside in designated area(s). Tenant shall not permit smoking within the Premises. Tenant acknowledges that the strict agreement by Tenant, and Tenant on behalf of all of Tenant’s guests, to refrain from smoking anywhere within the leased Premises or grounds except in designated area(s) is an essential term of this Residential Lease Agreement. The strict promise by Tenant that there will be no-smoking on the Premises, and any related odors from smoking or damages from smoke residue and the related risk of fire, is a material term of this Residential Lease Agreement. Any violation of this paragraph by Tenant or Tenant’s guests shall subject Tenant to an obligation to pay Landlord liquidated damages equal to one full month’s Rent in addition to actual responsibility to Landlord for any damages or expenses relating to additional costs to paint or recondition the Premises at the end of Lease. The liquidated damages owed under this paragraph shall be immediately due and payable upon any determination by Landlord that Tenant or Tenant’s guests have violated this non-smoking policy.
2. TENANT’S SHALL:
   1. Tenant shall not allow damage to the Premises and shall repair damage.

b. Tenant shall make no alterations or additions.

c. Tenant shall remove no fixtures.

d. Tenant shall remove all clutter from the floors. This includes but is not limited to used facial tissue, used paper towels, used napkins, dirty and smelly clothing, dirty plates, etc.

e. Tenant shall not unreasonably disturb the peace and quiet of others.

f. Tenant shall not interfere with the management of the property and shall not allow Tenant’s guests to do so.

g. Tenant shall use the Premises only as a private residence.

h. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.

i. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in landlord’s insurance.

j. Tenant shall notify Landlord in writing of any repairs to be made.

k. Tenant shall NOT have parties or loud disturbances, of any sort is prohibited.

m. Tenant shall insure that doors and operable windows are properly closed in the event of cold or inclement weather to prevent water damage to floors and walls and to prevent heat or cooling loss.

n. Tenant shall insure that the air-conditioning setting does not result in unit freeze up. This is generally accomplished by setting the AC dial no higher than the middle setting. If water runs down the wall from the unit, turn off the unit and defrost for at least eight (8) hours.

o. Tenant shall store all food products will be stored within the cupboards or refrigerator. NO food products are allowed to be on the kitchen or other rooms’ floors. No empty food

EXHIBIT E

Polices & Procedures

containers should be on the floors or carpets. All food containers and products need to be stored in the proper manner.

1. TENANT’S TELEPHONE.
   1. Tenant shall give Landlord the Tenant’s home phone number within 7 days after service is started or the phone number is changed.
2. VACATING
   1. Tenant shall provide sixty days (60) written notice of Tenant’s request to renew the Lease. Nothing contained in this paragraph nor any other provision of this Lease shall be construed to obligate Landlord to renew this Lease.

b. Upon the expiration or sooner termination of this Lease, Tenant shall peaceably and quietly leave, yield up and surrender the premises to Landlord in the good condition and repair, ordinary wear and tear excepted, but clean, orderly and free of occupants.

c. Tenant shall remove from the Premises prior to such expiration or sooner termination all personal property and fixtures situated thereon which is not owned by Landlord and Tenant shall, at its sole cost and expense, repair any damage caused by such removal. Property not so removed shall become the property of Landlord, which may thereafter cause such property to be removed from the Premises and disposed of, but the cost of any such removal shall be borne by Tenant including a $300 fee for any mattresses.

d. All alterations and improvements, temporary or permanent (except movable furniture belonging to Tenant) in the Premises whether placed by Tenant or Landlord, shall be Landlord's property and shall be surrendered with the

Premises as a part thereof, all without compensation, allowance or credit to Tenant; provided however, if prior to termination or within 10 days thereafter Landlord so directs by notice, Tenant shall promptly remove the alterations and improvements placed in the Premises by Tenant and designated in the notice, failing which Landlord may remove the same and Tenant shall pay the cost thereof.

e. Completely vacate the Premises, including storage units, garage and parking stalls.

f. Give Landlord a forwarding address.

g. Give Landlord all keys and personal property issues to the Tenant for Tenant’s use such as garage door openers, and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

h. Tenant must shampoo carpet before move out and remove any stains not present on move in.

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Landlord Date