

## RESIDENTIAL LEASE AGREEMENT

1 Date: \_\_\_\_\_

2 Page: 1 of 20

3 Lease agreement dated: \_\_\_\_\_

4 Pertaining to the property located at: \_\_\_\_\_

5 City of: St. Paul County of: Ramsey In the state of: Minnesota.

6 By and Between:

7 Tenants –

8 &

9 Owner – Alan Hupp, Hupp Holdings LLC

10 The Premises include(s) a

11 Garage \_\_ Storage Space \_\_ Parking Stall \_\_ Identified as:

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

14 (a) **Term:** The term means (select one)

15 ☒ the period of 12 months commencing \_\_\_\_\_ and terminating \_\_\_\_\_

16 ☐ month-to-month commencing \_\_\_\_\_

17 (b) **Rent:** The rent is \_\_\_\_\_ per month

18 (c) **Utilities:** (See Paragraph 6)

19 Paid by: Tenant Owner

20 -----Check one-----

21 Paid in part by each with Tenant to pay for: \_\_\_\_\_

22 and Owner to pay for: \_\_\_\_\_

23 (d) **Security Deposit:** The security deposit is: \$\_\_\_\_\_

24 (e) **Late Fee:** The late fee is: \$\_\_\_\_\_ and a total 8% of rents after 7 days of being late.

25 (f) **Pets:** Pets are allowed ☐ are not allowed ☐ (see pet addendum)

(g) **Occupants:** Four children:

(h) **Common Interest Community (CIC):**

The premises ☐ are ☒ are not part of a CIC

(i) **Notices:** Address for notices

*If to Owner:*

*If to Tenant:*

Hupp Holdings LLC  
10431 Homeward Hills Rd  
Eden Prairie, MN 55347  
Tel. – 952-334-2250

(j) **Lead Based Paint:** The premises ☒ were ☐ were not built before 1978. If 'were' is checked, Tenant acknowledges receipt of a copy of the disclosure identified in Paragraph 27.

Tenant initials:

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

**3. OCCUPANCY:** Only Tenant and the occupants listed in Paragraph 1 (g) may reside in the Premises, unless otherwise permitted by law. The number of occupants is restricted in accordance with the Minnesota State Building Code and/or local building code.

**4. USE OF THE PREMISES:** The Premises, and all utilities, will be used by Tenant and occupants exclusively as a private, single family dwelling for residential purposes only. The Premises may not be used for transient, hotel, commercial, business or other non-residential purposes.

**5. RENT:** During the term of this Lease, Tenant shall pay the rent specified in Paragraph 1 (b). Tenant shall pay rent to Owner on or before the first day of each and every month during the Lease term either by check or using online payments options. Incomplete payments will be subject to all and any late fees. Rent is considered paid when received by Owner. Each Tenant is individually responsible for payment of the full amount of the rent to Owner, including additional rent as defined in this Lease. Tenant's obligation to pay rent shall survive the termination of this Lease. Tenant must continue to pay all rent even if Tenant surrenders the Premises or is evicted by Owner. Rent for any partial month during the term of this Lease shall be prorated.

**6. UTILITIES:** If the "Paid by Tenant" box is checked in Paragraph 1 (c), then Tenant shall

60 pay all utilities directly to the service provider, including water, sewer, gas, electricity,  
61 fuel oil, trash removal, recycling, telephone, cable and association dues. Tenant shall  
62 be responsible to Owner for any utilities payments that have not been paid, including  
63 late charges or fees imposed by the service provider. If the "Paid in part by each" box is  
64 checked in Paragraph 1 (c), then Tenant shall pay directly to the service provider the  
65 utilities noted in Paragraph 1 (c) to be paid for by Tenant and shall be responsible to  
66 Owner for any utilities payments that have not been paid, including late charges or  
67 fees imposed by the service provider, and Owner shall pay directly to the service  
68 provider the utilities noted in Paragraph 1 (c) to be paid for by Owner. Tenant is  
69 responsible for contracting for and paying for any other utilities desired. No modification  
70 to the Premises to install or add utilities may occur without Owner consent in writing. Any  
71 utilities not specified to be paid by Owner shall be paid by Tenant.

## 72 **6. UTILITIES CONTINUED**

73 If utilities Tenant is to pay for are provided or paid for by Owner, then Tenant shall pay  
74 Owner for such utilities upon demand in the amounts due as identified in statements  
75 covering the period during which this Lease is in effect.

76 Utilities must immediately be placed into the name of a financially responsible  
77 Tenant at the property. Other occupants should not be the sole name on any utility  
78 bill. Failure to transfer all utilities at the time of move in will result in a \$150 charge,  
79 payable immediately to Owner. The Tenant must pay utilities from the first until the  
80 last day of this lease agreement. Any outstanding utility bills unpaid 21 days after the  
81 termination of this lease by the Tenant will be cleared using the Tenant's damage  
82 deposit and will be subject to a \$150 administrative fee.

83 **7. COMMON INTEREST COMMUNITY:** If the Premises are part of a CIC as noted in  
84 Paragraph 1 (h), then the Premises are subject to the declaration, bylaws, rules and  
85 regulations and other governing documents of the CIC (the Governing Documents).  
86 Copies of the current Governing Documents have been provided to Tenant and Tenant  
87 acknowledges receipt of the Governing Documents. Tenant shall comply with the  
88 Governing Documents, including any modifications, which may be made from time to  
89 time by the CIC. Tenant acknowledges that the CIC may have a right to evict Tenant  
90 for failure to comply with the terms of the Governing Documents.

91 **8. LATE FEES:** If Owner does not receive the rent on or before 5 P.M. on the fifth (5th)  
92 day of any month, Tenant shall pay a late fee in the amount stated in Paragraph 1 (e)  
93 to compensate Owner for the time, expense and administrative burdens resulting from  
94 such late payment. In the event the amount in Paragraph 1 (e) exceeds eight percent  
95 (8%) of the overdue rent payment, the late fee shall be eight percent (8%) of the  
96 overdue amount in order to comply with MN Statute Chapter 5048. The late fee shall  
97 be considered additional rent. Tenant shall be assessed a returned check fee in the  
98 amount of \$40 as additional rent for each unpaid check which is returned by the  
99 Tenant's bank. We reserve the right to demand payments by cashier's check or  
100 money order should the Tenant issue a NSF payment. Cash will not be accepted  
101 under any circumstances.

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

Your security deposit is not rent money. Your security deposit is a deposit to ensure the fulfillment of lease conditions and is a contingency against any damage to the property.

**10. DAMAGE TO THE PREMISES:** Tenant shall pay for all loss, damage, costs or expenses (including but not limited to problems with or damage to plumbing, electrical and appliances) caused by Tenant's willful or negligent conduct, or the conduct of any occupant, guest or person under Tenant's or any occupant's direction or control. Tenant shall promptly notify Owner of any conditions, which may cause damage to the Premises, or waste of utilities or other services provided by Owner. The Premises may not be modified, altered, improved or repaired without prior authorization from Owner, in writing. Modification includes but is not limited to modification of floor covering or wall covering, changing/replacing/adding fixtures or attachments, painting or anything which creates a hole or mark that cannot be remedied without expense to the Owner.

**11. INSPECTION OF THE PREMISES AND RIGHT OF ENTRY:** Owner, or Owner's designee, may enter upon the Premises for any reasonable business purpose, including inspecting the Premises from time to time. Owner shall give a minimum of 24 hours notice to Tenant before entering the Premises, except in the case of an emergency. In the event Owner enters the Premises for emergency purposes, Owner shall provide written confirmation to Tenant of the emergency entry, which confirmation shall include the date, time and purpose of the emergency entry.

**12. COVENANTS OF OWNER:** Owner covenants and promises that:

(i) the Premises are fit for residential use as a single family dwelling;

(ii) Owner will make all necessary repairs to the Premises during the term of the Lease, except where Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or control causes damage;

(iii) Owner shall keep the Premises up to applicable federal, state and local codes, except where a code violation is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or control, in which case Tenant shall correct the code violation at Tenant's sole cost. Tenant shall notify Owner in writing of any necessary repairs before engaging in such repair.

**13. COVENANTS OF TENANT:** Tenant covenants and promises that:

(i) Tenant will not cause damage to the Premises or allow the Premises to be damaged by others;

(ii) Tenant will not make alterations or additions to the Premises (including but not limited to such issues as are identified in Paragraph 10) without the prior written consent of Owner;

(iii) Tenant will not remove any of Owner's personal property from the Premises (including but not limited to appliances);

(iv) Tenant will maintain the Premises in a clean and habitable condition;

(v) Tenant will not disturb the peace and quiet of other tenants in the building and/or neighbors, or allow any occupant or guest to do so;

(vi) Tenant will not store hazardous or flammable substances on the Premises;

(vii) Tenant will not use the Premises for illegal or unlawful activities, or in an illegal manner, or in a manner which would cause cancellation, restriction or increase in premiums for Owner's insurance, or such use as which would constitute a violation of applicable code or ordinance;

(viii) Tenant shall not have water beds or any water-filled furniture in the Premises;

(ix) Tenant will not smoke in the Premises or permit smoking to occur in the Premises; and

(x) Tenant will not interfere with Owner in the management of the Premises or the property surrounding the Premises.

**14. PETS:** If the "Pets are not allowed" box is checked in Paragraph 1 (f), Tenant shall not have animals or pets of any kind in the Premises. If the "Pets are allowed" box is checked in Paragraph 1 (f), Tenant may have in the Premises the pets noted in the attached Pet Addendum.

**15. VEHICLE STORAGE:** Neither Tenant nor any occupant shall store or park any unlicensed or inoperable vehicle, or any motor home, camper, trailer, boat or other recreational vehicle on or around the Premises. Neither Tenant nor any occupant shall store or park any commercial truck on or around the Premises. If, after three (3) days' notice to Tenant, Tenant fails to remove an unauthorized vehicle from on or around the Premises, Owner may remove and store the vehicle, and Tenant shall pay the removal and storage expenses as additional rent.

**16. LOCKS:** Tenant may not add or change any locks on the Premises. At Tenant's request, Owner shall change or re-key the locks at Tenant's expense. Tenant shall pay a \$150 fee for Owner to re-key the Premises, in the event a key is lost or missing.

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

**18. DAMAGE TO TENANT'S PROPERTY:** Owner shall not be responsible for any damage to Tenant's property, unless such damage is caused by Owner's willful or grossly negligent conduct.

**19. HOLDING OVER:** Tenant may not continue to occupy the Premises after the initial term of this Lease unless this Lease has been renewed in writing, or unless Owner consents to Tenant holding over. If Owner consents to Tenant holding over without a written Lease extension, all provisions herein shall remain applicable except that the term of the Lease shall be month-to-month. If Lease becomes month-to-month, written notice to terminate is required by Owner or Tenant to end the Lease. Such written notice must end the Lease on the last day of a month, and must be received before the first day of that month (e.g., notice to terminate the Lease on July 31st must be given on or before the preceding June 30th).

**20. MOVING OUT:** Tenant and occupants shall move out not later than 12.00 P.M. (noon) on the last day of the Lease term, or any extension thereof. Tenant must leave the Premises in the same condition as it was as of the date of commencement of the Lease term, ordinary wear and tear excepted. Tenant shall remove all personal property of Tenant and occupants, including trash, from the Premises (including any storage unit, garage or parking space). Tenant shall provide Owner with Tenant's forwarding address. If Tenant fails to return to Owner all keys and garage door openers within 24 hours of moving out, Tenant shall pay the costs of changing the locks and reprogramming the garage opener.

**21. DESTRUCTION OF PREMISES:** If the Premises are destroyed or become uninhabitable or unfit for occupancy, this Lease shall terminate upon reasonable written notice to Tenant, unless Owner, in Owner's reasonable discretion, believes Owner can complete necessary repairs to the Premises in a reasonable period of time. If the damage or destruction was not a result of any fault or negligence of Tenant, Tenant shall not be responsible for payment of rent for the period of time in which the Premises are uninhabitable or unfit for occupancy provided such determination has been agreed by Owner and Tenant or by a court of competent jurisdiction.

**22. BREACH OF LEASE:** In the event of Tenant's breach of any term of this Lease, Owner has a right of re-entry and may pursue all remedies available by law, including but not limited to the following:

(i) bring an eviction action immediately to remove Tenant and occupant from the Premises; or

(ii) demand in writing that Tenant immediately, or at some specified future date, surrender the Premises to Owner and if Tenant fails to do so, Owner may bring an eviction action; or

214 (iii) terminate this Lease upon five (5) days written notice to Tenant. Owner's  
215 acceptance of rent or additional rent during the time Tenant continues to occupy the  
216 Premises shall not be construed as a waiver of Owner's right to evict Tenant. Tenant's  
217 obligation to pay rent shall continue after Tenant's eviction from the Premises, through  
218 the expiration of the Lease term.

219 **23. ELECTION OF REMEDIES:** Either Owner or Tenant may exercise any or all of its legal  
220 rights and remedies at any time or from time to time, and the exercise of a particular  
221 remedy shall not be construed as a waiver of that party's right to exercise some other  
222 remedy or as an election of remedies.

223 **24. MISCELLANEOUS:**

224 (a) This Lease is subordinate to any mortgage on the Premises. Tenant shall sign any  
225 documents reasonably requested by Owner, and hereby appoints Owner as  
226 Tenant's attorney-in-fact to execute such documents as may be requested by a  
227 mortgagee.

228 (b) Any attachments to this Lease, such as rules and regulations, are part of this  
229 Lease.

230 (c) This Lease and any attachments comprise the entire agreement between  
231 Owner and Tenant. No oral representations have been made. This Lease may not  
232 be modified except by written agreement of the parties.

233 **25. NOTICES:** All notices and communications from Owner or Tenant to the other,  
234 required or permitted hereunder, shall be in writing and shall be considered to have  
235 been duly given if personally delivered or if sent by first class mail, postage prepaid, to  
236 the other party at the address set forth in paragraph 1 (i), or to such other address as  
237 such party may hereafter designate by notice to the other party. Notice given to one  
238 Tenant shall be considered given to all Tenants.

239 **26. PROHIBITIONS AND STATUTORY NOTICES:** Owner and Tenant covenant and agree  
240 that neither will:

241 (i) Unlawfully allow controlled substances in the Premises or in the common area  
242 and curtilage of the Premises;

243 (ii) Allow prostitution or prostitution-related activity as defined in MN Statute 617.80,  
244 Subd. 4, to occur on the Premises or in the common area and curtilage of the  
245 Premises;

246 (iii) Allow the unlawful use or possession of a firearm in violation of section 609.66,  
247 Subd. 1 (a), 609.67 or 624.713, on the Premises or in the common area and curtilage  
248 of the Premises; or

249 (iv) Allow stolen property or property obtained by robbery in the Premises or in the  
250 common area and curtilage of the Premises.

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

The following notice is required by MN Statute 5048.305:

*A seizure under MN Statute 609.5317, Subd. 1, for which there is not a defense under MN Statute 609.5317, Subd. 3, constitutes unlawful detention by Tenant.*

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

**28. ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Residential Lease Agreement.

Enter total number of pages of this Residential Lease Agreement, including addenda, on line two (2) of page one (1).

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

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

**31. KEYS:** Lost keys will be replaced at a cost of \$40 per instance. Broken keys will be replaced free of charge on presentation of the broken pieces.

**32. CARPET CLEANING:** Carpets deemed at the sole discretion of the Owner to be damaged in excess of normal wear and tear due to the willful neglect of the Tenant will be professionally cleaned solely at the Tenant's expense.

**33. MOVE-OUT INSPECTIONS:** All move-out inspections will be scheduled with the landlord 7 days prior to the end of the lease period. A \$200 fine will be charged to the Tenant(s) if the inspection is not scheduled 7 days prior to the lease expiration. The landlord, property manager or maintenance personnel under the supervision of the vacating Tenant will perform the move-out inspection. During and after the move out inspection the vacating Tenant will be unable to perform any needed cleaning or maintenance repairs. Tenant will hand over all keys, garage door openers and any other items of property due for return upon move out at the time of this inspection. Tenant will be informed of any cleaning or maintenance charges which will result in a deduction from the damage deposit as is possible. Tenant understands that Minnesota Law grants the owner 21 days to process security deposits. Move-out cleaning and repairs will be charged as per the price list attached in this lease.



290 **34. LAUNDRY (WHERE APPLICABLE):** Each Tenant will be responsible for  
291 maintaining and cleaning the laundry units in their unit. Lint basket is to be  
292 emptied before every use. When vacating, cleaning of this area is the sole  
293 responsibility of the Tenant. Any abuse of the machines (i.e. overloading),  
294 resulting in damage or malfunctions requiring repair, will be the sole responsibility  
295 of the Tenant.

296 **35. OCCUPANCY:** No other occupants except tenants listed on this lease are  
297 allowed to reside at the residence. Anyone exceeding 14 straight days residing at  
298 the property, or more than 30 days in any 12 month period should be reported to  
299 The Owner.

300 **36. LIGHT BULBS, ETC:** Landlord does not supply lawnmowers, light bulbs, shower  
301 curtains, vacuum cleaners, any window coverings (with the exception of blinds),  
302 shovels, sanding salt, plastic or any other items not mentioned in writing. Use 60  
303 Watt or lower bulbs. Using larger wattage bulbs in any light fixture poses a fire  
304 hazard to you and any other residents of the building. If bulbs are in a light fixture  
305 that is inaccessible then please contact us immediately.

306 **37. PARTIES / ILLEGAL DRUGS:** Residents shall not have parties, or groups of people  
307 gathering or congregating on the premises beyond the reasonable internal  
308 capacity of the property. Tenants will not make excessive noise or disturb neighbors  
309 or fellow residents of the building. The use of illegal drugs is prohibited by any  
310 person within the house, tenant or otherwise. USE OF ILLEGAL DRUGS ON THE  
311 PREMISES SHALL BE CAUSE FOR EVICTION. Tenant also agrees that no kegs or  
312 containers or more than 2 gallons shall be kept on the premises. Tenants under the  
313 age of 21 are strictly forbidden from drinking alcohol on the premises.

314 **38. ROOFS:** No person shall be allowed on the roof of the house at any time. The  
315 fire escape is for emergency use only and shall be used for no other reason.

316 **39. GRILLING:** Grilling must be done at least 10 feet away from any building  
317 (house, garage etc.). No grilling is allowed on any wooden deck area

318 **40. WATERBEDS:** Waterbeds are not permitted in the premises unless the Tenant has  
319 received written permission from the Landlord. Tenant must also purchase  
320 waterbed insurance and provide the Landlord with a certificate of insurance.

321 **41. CLEANING AND MAINTENANCE OF PROPERTY:** Tenants shall keep the premises  
322 and fixtures in clean and sanitary condition at all times. Tenants shall not damage,  
323 neglect or permit waste on the premises. Hallways, porches, entries, exits must be  
324 kept clear of all obstacles. Combustible materials should not be stored in, under or  
325 near staircases, emergency exits, furnaces, boilers or any other heating / cooling  
326 equipment. If the premises are found to be dirty and / or unsanitary, beyond normal  
327 wear and tear, the Landlord shall have the right to have the property professionally  
328 cleaned and any expenses incurred by charged back to the Tenant(s). Tenants are  
329 responsible for minor maintenance.

330 **42. CLOGGED DRAINS:** Tenant is responsible for all charges due to clogged  
331 drains, toilets and any other damage due to negligence on the part of the  
332 Tenant.

333 **43. DAMAGES:** Any broken screens, windows, extreme smoke film (including candle  
334 residue) and other damage due to negligence on the part of the Tenant will be  
335 charged to the Tenant. Any damages caused to common areas of the building or  
336 grounds for which no one takes specific responsibility shall be assessed on an equal  
337 basis to all residents of the building at the time of the occurrence or may be  
338 deducted from the Tenant's security deposit.

339 **44. EXTENSION CORDS:** Tenants shall not run any extension cords out of the window,  
340 down the stairwells or out of the entrance doors for any reason. Connection of  
341 vehicle engine block heaters to the building electrical system is prohibited except  
342 where plugs have been provided specifically for that purpose. Cords must be rolled  
343 up when not in use.

344 **45. PARKING:** Is permitted only in areas designated by the landlord and at no time  
345 may any person park on the grass or other unimproved surfaces. The parking areas  
346 are not to be used for any type of automotive repairs or maintenance. Do not park  
347 on the grass to load or unload. Tenants may not keep in-operative motor vehicles  
348 at the property.

349 **46. LOCK OUT:** If you are locked out of your property during business hours  
350 please contact the Owner. If we are requested to deliver keys a \$50 charge will  
351 be added on to the \$40 key replacement fee. Lockouts outside of business  
352 hours will require the Tenant to personally contact an emergency locksmith. All  
353 costs resulting in re-keying the property following action by a locksmith will be  
354 charged back to the Tenant.

355 **47. RENTER'S INSURANCE:** *It is strongly suggested that the tenant obtains renter's*  
356 *insurance.* The Owner's insurance does not cover the tenant's property in any case  
357 including but not limited to fire, flood, theft, act of God, building malfunction or  
358 tenant fault. If residents use basements for storage, or any other use, it is their  
359 responsibility to provide a dehumidifier to protect their property. **TENANTS ARE**  
360 **AWARE OF THESE REQUIREMENTS.**

361 **48. INSPECTIONS:** There may be periodic maintenance inspections. Landlord shall  
362 give the Tenant advance 24- hour notice of said inspection unless Tenant gives  
363 permission to come in on a shorter notice. Any problems or questions should be  
364 submitted to the Landlord or property manager in writing.

365 **49. JOINT TENANCY:** Tenants understand the premises they are renting is rented to  
366 the ENTIRE GROUP collectively: Each Tenant, if more than one Tenant, being jointly  
367 and severally liable for the full amount of any payments due under this lease. If one  
368 Tenant moves out, without obtaining a sub-lessor, the others are responsible for the  
369 payments of that Tenant and any costs associated with acquiring a sub-lessor.

**50. SUB-LEASING:** Sub-leasing is acceptable only with the express written consent of the Landlord. Any and all sub - leases will be subject to a \$250 administrative fee payable in advance to the Owner. This fee does not include any other fees associated with the installation of a sub-lessor.

**51. SMOKE DETECTORS.** All smoke detectors and fire equipment has been properly installed on the premises for the protection of the Tenant. Smoke detectors, carbon monoxide alarms and fire extinguishers are not to be removed in accordance with Minnesota state statute 299F.362, Subdivision 6(b) which states:

*"An occupant who willfully disables a smoke detector or causes it to be nonfunctioning, resulting in damage or injury to persons or property, is guilty of a misdemeanor"*

Tenants are responsible for the replacing smoke and carbon monoxide alarm batteries. If these are in accessible to the Tenant then any need for battery replacement should be immediately reported to the Landlord in writing. Any instances of smoke or carbon monoxide detectors or fire extinguishers being disabled or removed will result in a \$100 fine. The foregoing constitutes written notice to the Tenant of the responsibilities of the Tenant and the obligations of the owner regarding smoke detector maintenance.

**52. FINES:** If the City or the County imposes any fines due to negligence by the Tenants, the Tenants will have sole responsibility for the payment of the fines.

**53. KEEP EXIT DOORS CLOSED:** Tenants agree to keep exit doors closed at all times to prevent the freezing of water pipes and drains during the cold weather seasons and the keep out bats, birds, squirrels, mice etc. during other times of the year. Tenants will be charged for damages due to negligence.

**54. UNAUTHORIZED PETS:** No pets are allowed in any property without prior written authorization from the Landlord. Under no circumstances may pets be acquired after move in without written authorization from the Landlord. If an unauthorized pet is found in the property there will be an automatic fine of \$150 per pet and a \$2.00 per pet, per day charge thereafter until the pet(s) is/are removed.

**55. PETS AND MAINTENANCE:** Pets MUST be kenneled during maintenance. Pets may not be locked in one room or area of the property and must be contained in a suitable, purpose built kennel / hutch / container for the duration. Maintenance calls aborted due to loose animals will result in a \$100 fine per instance.

**56. BREAKING LEASE:** If Tenant(s) must break lease before the expiration of the lease agreement the Tenant shall be responsible for monthly rent payments until the premises are re-rented or the until the expiration of the lease, whichever comes first. Tenant shall pay an administrative fee of \$250 to The Owner at the commencement of the breaking of the lease to relist the property. The Landlord is under no obligation to relist the property and under no circumstances will a lesser rent amount be accepted for the duration of the term.

**57. GARBAGE & RECYCLING:** In properties where garbage is included, please put all garbage and recycling in assigned bins and trash cans. Do not store garbage in hallways or outside doorways. Do not place recycling bins directly outside your doors as this is a fire hazard. In properties where garbage service is not provided, it will be the Tenant's responsibility to maintain attractive and sanitary conditions. Garbage and recycling bins should only be set out the night before or morning of pick-up. The receptacles should be stored neatly and away from the roadside on all other days.

**58. DECORATIONS AND ALTERATIONS:** Residents are not to paint, redecorate or make any alterations to any area of the property. Anything permanently attached to the building must not be removed. When you hang pictures please use 'J' type picture hanging hooks and small nails. If excessive holes, exceeding normal wear and tear, are found at the end of this lease agreement the cost of repair will fall solely to the Tenant.

**59. NO SMOKING:** Smoking is not permitted inside any area of the property including all porches and garages. Smoking is permitted only outside the property. All debris must be disposed of safely and no cigarette butts should be left in any area of the property.

**60. FLAMMABLES:** Do not store any gas powered equipment in the property. Spare tires may be stored in the garage only. The property may not be used as a garage and no vehicle repair should take place on the premises.

**61. OILS / INCENSE:** The burning of all oil and incense is prohibited in the property. Costs associated with the removal of any odors left by the burning of oil or incense will be charged back to the Tenant.

**62. IN ABSENCE:** During extended periods away from the property Tenants remain wholly responsible for the care and upkeep of the property. This includes, but is not limited to, all yard and snow care. Temperatures must remain above 60°F.

**63. FRIENDS AND ASSOCIATES:** Any damage caused by friends and associates will be the sole responsibility of the tenant. Any illegal activity performed on the property by friends and associates could also result in eviction proceedings being brought by the Landlord.

**64. BED BUGS:** ALL costs associated with the removal of bed bugs will be the sole cost of the Tenant. The Tenant agrees that the property is free of bed bugs upon move in. The Owner reserves the right to proceed with ANY remedy it believes necessary to successfully remove bed bugs from the property and that all costs will be charged back to the Tenant.

**65. MOVE OUT PRICE LIST:** I (we) agree that the unit will be cleaned and ready for the next occupant. If the unit is not clean, is damaged, has trash left over or has been neglected by the Tenant we understand that The Owner will deduct from our security deposit an amount equal to the cost of rectifying all issues which extend

450 beyond the remit of 'normal wear and tear' at the sole discretion of The Owner. The  
 451 estimated charges for cleaning, painting and damage are outlined below. Costs  
 452 can be higher or lower depending on the time and material used. Prices are subject  
 453 to change.

Cleaning	Cost
1st Room Cleaned	\$75
Subsequent Rooms	\$50
Kitchen (No Appliances)	\$100
Appliances (per appliance)	\$50
Bathroom	\$100
Porch	\$50
Doors (per door)	\$25
Windows (per window)	\$5
Trash (per bag)	\$20
Furniture / Mattress removal	\$250 per item
Yard	\$50 per hour

Painting	Cost
1st Wall or part wall	\$100
Subsequent walls	\$60
Door repainting	\$100
Trim (per room)	\$200
Ceiling (per room)	\$100

**All repairs are charged at \$65  
per man hour + materials**

Utilities still unpaid 14 days after the end  
of the tenancy will be paid using the  
damage deposit.

454

455 **66, MOVE OUT CLEANING EXPECTATIONS:**

- 456 1. Clean kitchen, floors, mops vinyl, pull out all appliances and clean behind  
457 them.
- 458 2. Clean bottom drawer of the stove.
- 459 3. Clean all cabinets, drawers and closets inside and out.
- 460 4. Clean all countertops.
- 461 5. Clean dishwasher inside and out.
- 462 6. Clean and defrost refrigerators. DO NOT CHOP ICE. Any damage will be charged  
463 back to Tenant.
- 464 7. Clean stove, oven, burners, drip pans and under drip pans.
- 465 8. Clean range hood and vent covers.
- 466 9. Clean all toilets (in and around).
- 467 10. Clean all sinks.
- 468 11. Clean tub/shower.
- 469 12. Wipe out all closets.
- 470 13. Storage areas must be cleared and cleaned.
- 471 14. Clean all switch plates for lights and outlet covers with care.
- 472 15. Wipe all woodwork, baseboards and doors.
- 473 16. Wash any walls with extreme care.
- 474 17. Dust / wash all windows blinds.
- 475 18. Wash all windows and window tracks inside and outside. All screens and storm  
476 windows must be intact.
- 477 19. Basements must be cleaned and swept including cobwebs in ceilings.
- 478 20. Replace all burned out or missing light bulbs.
- 479 21. Clean light fixtures.

480 **67. TERMS UNIQUE TO THIS LEASE:**

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**68. LEAD-BASED PAINT ADDENDUM: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS.**

**Lead Warning Statement**

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.

**LESSORS DISCLOSURE (initial)**

\_\_\_\_\_

(a) Presence of lead-based paint and/or lead-based hazards (check one below)

Known lead-based paint and/or lead-based hazards are present in housing (explain):

X Lessor has no knowledge of lead-based paint and/or lead based hazards in the housing.

\_\_\_\_\_

(b) Records and reports available to the lessor. (check one below)

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

X Lessor has no reports or records pertaining to lead-based paint or lead-based hazards in the housing.

**Lessee's Acknowledgement (initial)**

(c) Lessee has received copies of all information listed under (b) above.

(d) Lessee has received the pamphlet Protect Your Family from Lead-Based Paint in the Home.

516 **68. LEAD-BASED PAINT ADDENDUM CONTINUED.**517 **CERTIFICATE OF ACCURACY**

518 **The following parties have reviewed the information above and certify, to the best of their**  
519 **knowledge, that the information provided by the signatory is true and accurate.**

TENANT 1:	DATE:
TENANT 2:	DATE:
TENANT 3:	DATE:
TENANT 4:	DATE:
TENANT 5:	DATE:

OWNER:	DATE:
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520

521 **69. PET ADDENDUM:**522 **THERE ARE TO BE NO PETS LISTED IN THIS LEASE AGREEMENT** ☐523 **THERE ARE PETS TO BE LISTED IN THIS LEASE AGREEMENT** ☐

524 LIST ALL PETS (NAME, TYPE, BREED, AGE, WEIGHT, SEX, COLOR, LICENSE NO.) BELOW:

525

526

527

528 **IN REGARDS TO ALL THE PETS LISTED ABOVE, TENANT(S) AGREE TO:**529 1. To keep the pet from causing any annoyance or discomfort to others and to  
530 immediately remedy any complaints concerning the pet.

531 2. To keep the pet from damaging any property belonging to the Owner/Agent or others.

532 3. To keep the pet under control at all times.

533 4. To keep the pet restrained, but not tethered, when it is outside of the dwelling.

534 5. Not to leave the pet unattended for any unreasonable periods.

535 6. To hold the Owner/Agent harmless from all liability arising from the Resident's  
536 ownership or keeping of the pet, including but not limited to any liability resulting from  
537 the Owner/Agent turning said pet over to local pet policing authorities should the pet  
538 be found unsupervised.

539 7. To dispose of the pet's droppings properly and quickly.

540 8. Tenant agrees to control flea infestation and will exterminate if necessary, and upon  
541 demand, in any and all areas affected with full cost to be paid by tenant.542 9. Tenant agrees that Owner/Agent will not be responsible for the injury, harm, or death  
543 of the animal, and agrees to hold Owner/Agent harmless for any damages suffered as a  
544 result of any harm caused on the animal or by the animal upon another person, guest or  
545 employee. Tenant shall be responsible for the entire amount of all damages caused by  
546 the pet as well as the entire amount of any injury to individuals or property.547 Tenant is encouraged to obtain a Pet Liability Policy that can be added as a rider to  
548 most renter insurance policies.549 Should the Resident fail to comply with any part of this Pet Agreement, the Owner/Agent  
550 reserves the right to revoke permission to keep the pet - In such event, the Resident  
551 agrees to permanently remove the pet from the premises within 48 hours of receiving  
552 written notice thereof from the Owner/Agent; failure to comply with same shall be  
553 grounds for immediate termination of the Rental Agreement.

554

555 I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR  
556 INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET. I  
557 UNDERSTAND THAT VIOLATIONS OF ANY OF THESE RULES MAY BE GROUNDS FOR  
558 REMOVAL OF MY PET AND/OR TERMINATION OF MY TENANCY.

559 I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE LEASE AND THAT I  
560 HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF THIS  
561 ADDENDUM TO OUR RESIDENTIAL LEASE AGREEMENT. BY WAY OF MY / OUR INITIALS  
562 ABOVE I (WE) ACKNOWLEDGE THAT THE LANDLORD HAS IDENTIFIED AND DISCUSSED  
563 EACH OF THE ABOVE PROVISIONS WITH ME (US). I UNDERSTAND THAT BY SIGNING  
564 BELOW I AM BOUND BY ALL THE TERMS SET OUT IN THIS DOCUMENT FOR THE DURATION  
565 OF THIS LEASE AGREEMENT.

TENANT 1:	DATE:
TENANT 2:	DATE:
TENANT 3:	DATE:
TENANT 4:	DATE:
TENANT 5:	DATE:

OWNER:	DATE:
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