

**1301 UNIVERSITY**  
1301 UNIVERSITY AVENUE LLC – MINNESOTA LEASE CONTRACT  
(MINNEAPOLIS – MINNESOTA)

**LEASE SUMMARY:**

Date: \_\_\_\_\_ Landlord (Owner): **1301 University Avenue LLC**, a Minnesota limited liability company

Tenant: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_  
(each individually, a "Tenant" and collectively "Tenants")

**Move-Out Date: 8/22/2021**      **Regardless of the "Ending Date" of the Lease Term, and provided Tenants have not entered into a new lease as provided herein, Tenants must move out of the Apartment on the "Move-Out Date".**

**Lease Term:**                                      **One (1) Year**  
**Starting Date of Lease Term:**              **September 1, 2020**  
**Ending Date of Lease Term:**                **August 31, 2021**

**Tenants' total Security Deposit is \$** \_\_\_\_\_

**1. RENT AND ADDITIONAL CHARGES.**

**Base rent ("Base Rent") is payable in total for the sum of \$** \_\_\_\_\_ **for the Lease Term in 12 equal monthly installments through the Ending Date of Lease Term**, plus any incidental charges, fees or penalties that may be incurred. Tenants will pay the first month's Rent prior to Tenants moving in. Tenants' monthly installment is composed of the following:

\$ \_\_\_\_\_ for Base Rent  
\$ \_\_\_\_\_ for Additional Occupant Fee  
\$ \_\_\_\_\_ for Water, Sewer and Trash Surcharge

**\$ \_\_\_\_\_ Total Monthly Installment (the "Rent")**

**Apartment Community Name: 1301 UNIVERSITY (located at: 1301 University Avenue SE, Minneapolis, MN 55414)**  
**Apartment Number:** \_\_\_\_\_

**Tenants will pay Landlord the monthly installment of Rent on or before the 1<sup>st</sup> day of each month, in advance, and without Landlord having to make demand for payment.** The Rent is payable to: 1301 University Avenue LLC and sent via mail to: Urban Land LLC, P.O. Box 13008, Minneapolis, MN 55414 (or at such other place of which Landlord will notify Tenants in writing). Tenants have no right to withhold Rent for any purpose, even an act of God, or to reduce any Rent payable to Landlord by any of Tenants' costs or damages against Landlord. At Landlord's option, Landlord can require that all money payable to Landlord is to be paid in certified or cashier's check, money order or personal check but Landlord is not obligated to accept personal checks after the Rent is late, as defined in subparagraph a) of this Section. Cash will not be accepted under any circumstances. Tenants' obligation to pay Rent is a promise by Tenants, which is independent from all of Landlord's promises, duties and obligations.

- a) **Regardless of whether it is a holiday or weekend, all monies due but not received by the 3<sup>rd</sup> of the month are considered late.** If any portion of Tenants' monthly Rent payment is not received by the above date, Tenants will be assessed a late fee in the amount of 5% only on the amount of rent that is unpaid. Payment will be considered on-time if envelope(s) with payment(s) is postmarked by the 3<sup>rd</sup> of the month by the US Post Master and/or overnight carrier. Tenants also agree to pay a service fee of **\$35.00** for each NSF or returned check plus the above late fees.
- b) If Rent is not received by the 10<sup>th</sup> of the month that it is due, an unlawful detainer for non-payment of Rent may be filed with Hennepin County District Court. If Landlord files an unlawful detainer, Tenants will be responsible for all legal fees incurred, whether or not Tenants are actually evicted.

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

- c) At Landlord's option and without notice to Tenants, any money that Landlord receives can be applied first to Tenants' non-Rent obligations and then to Rent (any past due Rent being paid first), regardless of whether Tenants have made notations on checks or money orders and regardless of when the obligation came about. All monies due are payable as Rent.
- d) At Landlord's discretion, Landlord can accept a partial Rent payment, but by doing so, Landlord does not waive Landlord's right to collect the remainder of the Rent or to enforce its rights under this Lease if the remainder of the Rent is not paid on time. All Tenants are liable for the entire Rent, not just a proportionate share thereof.
- e) Tenants are liable for all costs or charges associated with Landlord having to provide special services to Tenants or on Tenants' behalf and for all fees or fines as described in this Lease.
- f) The Rent may be increased due to any amendment to this Lease that requires a recurring monthly payment.

**2. DESCRIPTION**

This Lease is between Tenants and Landlord. Landlord agrees to lease to Tenants and Tenants agree to lease from Landlord, the Apartment. The lease of the Apartment includes each of the following:

- a) The exclusive use of the Apartment in the Apartment Community;
- b) The non-exclusive use, together with others, of the Common Areas in the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment Community to which tenants have access without going into another Apartment within the Apartment Community, and those areas to which all tenants have general access.
- c) Subject to the requirement of Exhibit B, the exclusive use of the furniture, furnishings, appliances and window treatments ("Furnishings") within the Apartment;
- d) The use of the mailbox assigned to Tenants' Apartment number.

**3. OCCUPANTS.**

Only Tenants can live in the Apartment. It will be used only as a private residence and for no other purpose. Tenants cannot assign or sublease any part of Tenants' Apartment to another person without Landlord's prior written consent, but the giving of Landlord's consent is at Landlord's sole discretion. Even if Landlord agrees to an assignment or sublease, Tenants will remain liable for all Rent and other obligations under this Lease unless Landlord specifically agrees, in writing, to release Tenants. Landlord's consent to one or more assignments or subleases will not be a waiver of Landlord's rights of consent to any future assignment or sublease. If Landlord agrees to an assignment or sublease, there is a minimum administrative fee of \$300 per tenant that sublets. Any assignment or sublease must be agreed to in writing by all Tenants on this Lease, Landlord and all Subtenants.

**4. GUARANTY.**

As security for Tenants' performance of the terms and conditions of this Lease, each Tenant shall provide Landlord with a personal guaranty(ies) ("Guaranties") of the Lease from Tenants' parents, guardian or other party acceptable to Landlord in Landlord's sole discretion. Receipt of the Guaranties is a condition precedent to all of Landlord's obligations under this Lease. If any Tenant is unwilling or unable to provide Landlord with the Guaranties required by this Section, or Landlord is unwilling to accept the Guaranties, Tenant may deposit with Landlord an amount equal to the full amount of Rent for the Apartment for a three-month period. Any such deposit will be treated as part of the Security Deposit for the Apartment.

**5. LEASE TERM.**

The Lease Term starts on the Starting Date at 12:00noon, and ends at 12:00noon on the Ending Date (the fact that any Tenants are no longer students does not shorten the Term or reduce Tenants' liability), but Tenants cannot occupy the Apartment until Landlord has received a complete and executed Lease, all related documents and all Guaranties, and Tenants have paid the first month's Rent. Tenants must vacate the Apartment by noon on the Move-Out Date indicated on page 2 of this Lease. If Tenants fail to vacate the Apartment by 12:00noon on the Move-Out Date, Tenants will be charged a late move-out fee of \$50.00 per hour for each hour past noon Tenants remain in possession of the Apartment. Even if Landlord cannot provide Tenants' Apartment to Tenants on the Starting Date, Landlord will not be liable to Tenants for damages because of the delay. However, no Rent will be due for the period from the Starting date through the date Tenants are able to occupy the Apartment. No other remedy is available to Tenants.

**6. RENEWAL.**

**This Lease may be renewed only if all Tenants executing this Lease comply with the provisions of this Section 6.**

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

**Landlord cannot guarantee the availability of the Apartment after the Ending Date if Tenants fail to sign a renewal lease prior to November 15, 2020.** This Lease will not renew on a month-to-month basis. Tenants must give written notice of Tenants' intention to renew Tenants' Lease for an additional year by November 5, 2020, and Tenants and Landlord must sign a new lease and any new Guaranties required by Landlord for the one-year renewal by November 15, 2020, in order to guarantee Tenants' renewal. Prior to signing any new lease, Landlord may inspect the Apartment. If a renewal lease is signed, Landlord will also inspect the Apartment between August 22, 2021 and September 1, 2021. Landlord reserves the right to reject, in its sole and absolute discretion, any lease renewal.

**7. MOVE-IN.**

A "Tenant Move-In Checklist" will be provided to Tenants at the time Tenants move into the Apartment. By the end of the day in which Tenants move in, Tenants will need to notify Landlord, by returning the Tenant Move-In Checklist to Landlord's Manager, of any defects or damages in the Apartment; otherwise, the Apartment and all Furnishings will be considered to be in clean, safe and good working condition and Tenants will be responsible for defects or damages that may have occurred before Tenants moved in. Except for damages and defects noted on Tenants' Tenant Move-in Checklist, Tenants will accept the Apartment and the Furnishings as is and with all faults. The completed Tenant Move-In Checklist will be attached to this Lease as Exhibit C.

LANDLORD MAKES NO EXPRESSED OR IMPLIED WARRANTIES WITH REGARD TO THE APARTMENT OR THE FURNISHINGS.

**8. MOVE-OUT.**

- a) **If Tenants move out permanently prior to the Ending Date, Tenants will remain liable for all obligations under this Lease. Tenants will be responsible for monthly installments of Rent through the end of the Lease Term. Landlord can apply Tenants' Security Deposit to Tenants' account if the Rent is not paid.**
- b) When Tenants move out, whether on or prior to the Ending Date, the Apartment, including the Furnishings and all windows, floors, walls, bathrooms, appliances and kitchens in the Apartment, must be clean and in good repair and condition. Tenants must follow the move-out instructions provided by Landlord, and Landlord shall inspect the Apartment to determine whether Tenants have caused any damage to the Apartment or the Furnishings. If the Apartment is not left in the required condition, or if the Apartment or Furnishings have been damaged, Tenants will be liable for the charges listed on Exhibit B (Furnishings Addendum) and/or reasonable charges to complete such cleaning, repair or replacement as Landlord deems necessary, even if the amount of such damage exceeds the amount of any Security Deposit. Exhibit B, which is attached to and incorporated into this Lease, describes the Furnishings that are provided in Tenants' Apartment and indicates the cost of any replacements necessary due to damage not considered normal wear and tear. Tenants have the option to be present at the move-out inspection; if Tenants choose not to be present, Tenants agree to accept Landlord's assessment of damages and charges after Landlord's inspection.
- c) If Tenants leave any of Tenants' property in the Apartment after Tenants move out on the Ending Date, such property shall be deemed to be abandoned by Tenants and Landlord can take such action as is permitted under applicable state law.
- d) Any damage to Tenants' Apartment and the Furnishings and/or any damage to the Common Areas and the Furnishings in the Common Areas caused by Tenants, their guests or invitees, are the Tenants' responsibility.

**9. HOLDOVER.**

If any Tenant still occupies the Apartment past the Ending Date, Tenants will be in violation of this Lease and will owe Landlord two times the monthly total Rent for the extra time that any Tenant stays in the Apartment (payable daily in advance), plus all of Landlord's costs and damages including attorneys' fees, the damages of any contractor scheduled to perform work in the Apartment and costs and damages of any person who could not move in because of such Tenant's holdover.

**10. SECURITY DEPOSIT.**

Once Tenants sign the lease, Tenants will be required to deposit with the Landlord within 30 days the Security Deposit as partial security for all of Tenants' obligations under this Lease (the Security Deposit will not be Landlord's limit of damages if Tenants violate this Lease and Tenants shall be responsible for all of Landlord's actual costs, damages and attorneys' fees due to such violation). Tenants shall be liable for all of Landlord's costs of labor and materials for cleaning, repairing or replacing any item in the Apartment or Apartment Community that results from Tenants', their guests' or invitees' actions or negligence and constitutes unreasonable wear and tear or damages. Additionally, any amounts due for

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

delinquent Rent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because Landlord has had to apply all or part of it to Tenants' unpaid obligations, Tenants agree that on Landlord's written demand, Tenants will deposit with the Landlord, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. Tenants cannot use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but Landlord can use, if Landlord wants to, all or any part of the Security Deposit for any unpaid obligations. Landlord shall have 21 days after the Ending Date or earlier termination of this Lease to return any unused portion of the Security Deposit to Tenants or if Landlord deducts any amount from the Security Deposit to provide to Tenants a description and itemized listing of deductions that Landlord has taken from the Security Deposit. Any unused portion of the Security Deposit will be returned to Tenants at the address stated on the Security Deposit Return Form provided on Landlord's website. Tenants' obligations to pay the charges described in this Section will survive after the Ending Date or earlier termination of this Lease.

If Landlord sells the Apartment Community, Tenants' Security Deposit will be transferred to the new Landlord, and upon such transfer, Landlord will not have any further liability to Tenants for the return of all or any portion of the Security Deposit and Tenants must look to the new Landlord. The Security Deposit shall bear interest in accordance with applicable state law. Any interest earned upon the Security Deposit will be paid to Tenants if and when the Security Deposit is returned as provided herein.

**11. UTILITIES.**

Landlord agrees to furnish water, sewer, trash, natural gas, cable TV (expanded basic service), and internet access (optical ethernet), as provided in the Utility Addendum attached to this Lease as Exhibit D. Tenants agree to reimburse Landlord for a portion of the cost for water, sewer and trash via a monthly surcharge in the amount as determined in Section 1 of this Lease. Tenants must pay and provide required activation fees or other deposits for all other utilities (including electric, city services, and city fees), and shall pay for all local and long distance phone service. Tenants must contact the utility providers to establish service to begin on or before the Starting Date prior to moving in to the Apartment, and Tenants will be billed and pay those utilities directly to the appropriate utility company during the Lease Term. If any of those costs are paid by Landlord, Tenants must reimburse Landlord for those costs and any such costs are payable by Tenants to Landlord as additional Rent. If Tenants want additional cable channels or additional internet capacity, if available, they will be at Tenants' expense and Tenants must make arrangements for same through the Landlord-approved provider. Tenants will not install satellite dishes or any other like equipment anywhere on the Apartment Community.

All utilities may be used only for normal household purposes and must not be wasted. Failure or refusal to place electricity utilities into Tenants' names or failure to maintain service in Tenants' names constitutes a default under this Lease. Illegal downloading, uploading or other illegal internet activity by Tenants on any device connected to the internet through the connection provided by Landlord constitutes a default under this Lease.

Landlord will not be liable for any interruption, surge, or failure of utility services (including internet access) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure.

Utilities paid by Tenants must remain on, in Tenants' names, through the Ending Date regardless of whether Tenants have moved out, except and unless Tenants have sublet the Apartment as approved by Landlord or Landlord has relet the Apartment pursuant to Section 3 of this Lease.

**12. COMMUNITY GUIDELINES.**

Tenants and Tenants' guests and invitees must comply with all written rules and policies, including those defined in this Lease and any Rules and Regulations Addendum that Landlord adopts for the Apartment Community, the current version of which is attached to this Lease as Exhibit E. These rules and policies are considered to be a part of this Lease and Landlord can revise, amend, expand or discontinue the rules and policies at any time at Landlord's sole discretion by posting, mailing, or emailing notice to tenants.

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

**13. MAINTENANCE, ALTERATIONS AND REPAIRS.**

- a) Landlord covenants and agrees that the Apartment and all Common Areas of the Apartment Community are and shall be fit for the use intended. Landlord further covenants to keep the Apartment in reasonable repair during the term of this Lease, and to maintain the Apartment in compliance with all applicable state health and safety laws, except when disrepair or a violation of health or safety laws has been caused by the willful, malicious or irresponsible conduct of any Tenant or a person under the direction or control of any Tenant. Tenants are responsible for and will take good care of the Apartment and Furnishings and Common Areas. Tenants will maintain the Apartment in a neat, clean and sanitary condition. Tenants will not remove any of Landlord's property, and Tenants will not perform any repairs, painting, wallpapering, electrical changes or other alterations (other than for small nail holes in the sheet rock for hanging pictures) of the Apartment without Landlord's prior written consent. Landlord can require Tenants to prepay or, if Landlord elects, Tenants agree to repay Landlord within 10 days after Landlord sends Tenants an invoice for the cost of all repairs made necessary by Tenants, Tenants' guests or invitees, or by any violation of this Lease or the negligent or careless use of the Apartment or any part of the Apartment Community, including, without limitation, damage from waste, water stoppages caused by foreign or improper objects in plumbing lines serving the Apartment or Apartment Community, damages to Furnishings, doors, windows or screens, damage from window or doors left open, and repairs or replacements to security devices necessitated by misuse or damage by Tenants or Tenants' guests or invitees, plus an administrative fee of \$150.00 in each instance. If Tenants prepay any such charges before the damage is repaired, any over-payment will be applied against any amount that Tenants owe Landlord, and the remainder will be returned to Tenants; if Tenants' prepayment is less than the cost incurred, Tenants will pay Landlord that amount within 10 days after Landlord sends Tenants an invoice for such charges. Tenants' obligations to pay the charges described in this paragraph will survive the Ending Date or earlier termination of this Lease.
- b) Tenants must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If Tenants do not comply with this requirement, Tenants may be subject to damages, civil penalties and attorneys' fees under state law. **After Tenants move in, Tenants are responsible for keeping all smoke detectors in working order.**
- c) Except in the event of any emergency, if any Tenant has a request for repairs or services to the Apartment, or repairs or replacements of security devices or smoke detectors, the request must be in writing to Landlord. In case of malfunction of utilities or damage by fire, water, or similar cause, Tenants must notify Landlord immediately. In case of malfunction of air conditioning or other equipment, Tenants must notify Landlord as soon as possible. Additionally, Tenants are required to notify Landlord in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches and any condition that Tenants reasonably believe poses a material hazard to health or safety. Once Landlord receives the notice, Landlord will act with reasonable diligence in making repairs and reconnections, but during that time Tenants cannot stop payment of Rent or reduce the Rent.
- d) Landlord can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole and absolute judgment.
- e) Neither Landlord nor Manager will be liable for any inconvenience, discomfort, disruptions or interference with Tenants' use of the Apartment because the Manager or Landlord are making repairs, alterations or improvements to the Apartment or the Apartment Community. If any Tenant requests any repairs, they will be done during Landlord's usual working hours.
- f) Landlord is not liable to Tenants or Tenants' guests or invitees, for personal injury or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by Landlord's gross negligence or the gross negligence of Manager. **Landlord recommends that Tenants obtain Tenants' own insurance for losses due to such causes. Landlord does not insure the contents of Tenants' Apartment.**
- g) Any requests for changes to security devices or requests for repair or replacement of a security device must be in writing.

**14. LIABILITY.**

Neither Landlord nor the Manager, or Landlord's or Manager's respective employees, agents and affiliates, will be liable to Tenants or any of Tenants' guests or invitees for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or by any Tenant's personal conflict with his or her roommates. Tenant acknowledges that Landlord is not obligated to run criminal background checks on tenants in the Apartment Community. TENANTS, FOR TENANTS' SELF AND FOR TENANTS' GUESTS OR INVITEES, RELEASE LANDLORD AND THE MANAGER, AND LANDLORD'S AND MANAGER'S RESPECTIVE SUCCESSORS AND ASSIGNS AND LANDLORD'S AND

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

MANAGER'S RESPECTIVE EMPLOYEES, OFFICERS, GOVERNORS, DIRECTORS AND AFFILIATES (the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF TENANTS' OR TENANTS' GUESTS' OR INVITEES' PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANTS, MEMBERS OF TENANTS' FAMILIES OR TENANTS' GUESTS OR INVITEES, IN OR ABOUT THE APARTMENT OR THE APARTMENT COMMUNITY UNLESS SUCH CLAIM OR DAMAGE WAS CAUSED BY THE GROSS NEGLIGENCE OF ANY RELEASED PARTY. TENANTS ASSUME FOR TENANTS' SELF AND ALL MEMBERS OF TENANTS' FAMILIES AND TENANTS' GUESTS OR INVITEES, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR TENANTS' USE, AND AT THE USER'S SOLE RISK.

**15. CASUALTY LOSS.**

If in Landlord's reasonable judgment, the Apartment or the Apartment Community is materially damaged by fire or other casualty, Landlord may terminate this Lease within a reasonable time after such determination by giving Tenants written notice. If Landlord terminates this Lease, and Tenants did not cause the loss, Landlord will refund prorated, prepaid Rent and any Security Deposit(s) less lawful deductions. If Landlord determines that material damage has not been caused to the Apartment or the Apartment Community, or, if Landlord has elected not to terminate this Lease, Landlord will, within a reasonable time, repair and restore the damage to the Apartment Community. During such reconstruction, there shall be a reasonable reduction of the Rent for any unusable portion of the Apartment unless any Tenant or such Tenant's guest is the cause of the fire or casualty.

**16. RIGHT OF ENTRY.**

Both Landlord and the Manager, and Landlord's and Manager's respective agents, employees, contractors and representatives may, in the event of an emergency, enter the Apartment without notice. In such event, entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and Tenants will be liable for any damage caused thereby). Both Landlord and the Manager can also enter the Apartment, upon giving or making a good faith effort to give Tenants reasonable prior notice, for any reasonable business purpose, including to inspect, to make non-emergency maintenance or repairs and to show the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents.

**17. DEFAULT.**

Tenants are in violation of this Lease if:

- a) Tenants fail to pay Rent or any other amount owed under this Lease as and when due;
- b) Any of the utilities that are payable by Tenants are disconnected or shut off because of nonpayment;
- c) Tenants fail to move into the Apartment after completion of all required documentation;
- d) Tenants or any Guarantor have made any material false statement or misrepresentation on any information provided to Landlord;
- e) Tenants fail to pay any fine within 10 days after it is levied in accordance with this Lease or the Rules and Regulations Addendum;
- f) Tenants allow a previously evicted tenant or occupant to reside in Tenants' Apartment;
- g) Tenants fail to maintain and repair the Apartment as provided herein under Section 13;
- h) Tenants or any guests or invitees of Tenants fail or refuse to comply with the Rules and Regulations Addendum or any other community guidelines or written rules or policies;
- i) Tenants violate any federal, state or local law, ordinance or rule related to Tenants' use of the Apartment;
- j) Tenants violate any of the terms, conditions or covenants contained in this Lease and not otherwise referred to in this Section 17.

**18. REMEDIES.**

If Tenants are in violation of this Lease, Landlord may, without demand or notice (other than as provided in this Section) in addition to other remedies allowed by law:

- a) collect any fine imposed;
- b) sue to collect past due Rent and any other damages Landlord has incurred because of Tenants' violation of this Lease;
- c) terminate Tenants' right to occupy the Apartment, by instituting an action for eviction, with or without terminating this Lease but without ending Tenants' monetary obligation for the Apartment;

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

- d) sue to collect all unpaid Rent and other sums that would become due until the Ending Date of this Lease or until another person takes occupancy (and then, Landlord can still recover from Tenants the difference between the Rent Tenants were supposed to pay and the Rent actually paid by the new tenants together with any expense incurred to relet the Apartment);
- e) report all violations to credit reporting agencies; and
- f) do any combination of the above named remedies or any other remedy available under the law to Landlord.

**19. CUMULATIVE REMEDIES.**

The exercise of any remedy by Landlord shall not be taken to exclude or waive the right to exercise any other right or remedy that Landlord might have. After Landlord gives Tenants notice to vacate the Apartment or if Landlord files an eviction suit, even if Landlord accepts Rent or other sums due, such acceptance does not waive or diminish Landlord's continuing rights of eviction or any other contractual or statutory right unless Landlord specifically agrees to it or unless applicable law so requires.

**20. COSTS AND FEES.**

In the event Landlord brings an action against Tenants because of any Tenants' violation of this Lease, Landlord can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

**21. SUBORDINATION AND RIGHT TO ENCUMBER.**

The lien of any lender whose loan is secured by the Apartment Community will be superior to Tenant's rights as a tenant. Therefore, if Landlord violates the loan and a lender takes over ownership, it can terminate this Lease or it may elect to continue the Lease, at the discretion of the lender. Tenants' rights under this Lease are therefore subject to the rights of the lender of the Apartment Community in the lender's sole and absolute discretion.

**22. SALES.**

Any sale of the Apartment Community shall not affect this Lease or any of Tenants' obligations, but upon such sale Landlord will be released from all of Landlord's obligations under this Lease and the new Landlord of the Apartment Community will be responsible for the performance of the duties of the Landlord from and after the date of such sale.

**23. TENANT INFORMATION.**

If any Tenant has supplied information to Landlord by means of a rental application or similar instrument, such Tenant represents that all such information is true and correct and was given by such Tenant voluntarily and knowingly. If someone requests information on any Tenant or such Tenant's rental history for law enforcement, governmental or business purposes, Landlord can provide it.

**24. MULTIPLE TENANTS.**

Each Tenant of the Apartment and all guarantors of this Lease are jointly and severally liable with the other Tenants of the Apartment and guarantors of this Lease for all Lease obligations relating to the Apartment, Common Areas and utilities.

**25. GENERAL.**

Timing is very important in the performance of all matters under this Lease. Tenants' execution of this Lease confirms that neither Landlord nor any of Landlord's representatives have made any representations or agreements except those contained in this Lease. This Lease is the entire agreement between Tenants and Landlord. Landlord makes no representations or warranties that all tenants of the Apartment Community will be students. Landlord's representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements that impose duties of security or other obligations on Landlord unless done in writing and signed by Landlord. Unless this Lease states otherwise, all sums owed by Tenants are due upon demand. Landlord's delay or non-enforcement of Landlord's rights shall not be a waiver under any circumstances of Landlord's future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate all or any part of this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

**26. LIABILITY OF LANDLORD.**

If Landlord violates this Lease, Tenants' damages (and those of anyone else) cannot exceed Landlord's equity in the Apartment Community, but before Tenants can bring any action against Landlord, Tenants must first give Landlord written

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

notice of the nature of Landlord's violation and allow Landlord 30 days to cure it.

**27. SAFETY.**

TENANTS MUST EXERCISE DUE CARE FOR TENANTS' AND OTHERS' SAFETY AND SECURITY. **None of Landlord's safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime.** Landlord is not liable to Tenants or any of Tenants' guests or invitees for injury, damage, or loss to person or property caused by criminal conduct of other persons. Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and Landlord can discontinue any of such items provided at any time without notice.

**28. HOLD HARMLESS.**

Each Tenant agrees to indemnify and save Landlord, Manager, and their respective officers, employees and agents harmless against any and all claims, damages and expenses, including Landlord's attorneys' fees for the defense thereof, arising from this Lease or from the default on the part of any Tenant of the terms of this Lease, or from any act or negligence of any Tenant or such Tenant's guests or invitees. Landlord shall not be liable, and each Tenant waives all claims, for damage to person and property sustained by such Tenant, or his or her guests or invitees, resulting from the Apartment or by reason of any equipment or appurtenances thereunto becoming out of repair, or resulting from any accident in or about the Apartment or resulting directly or indirectly from any act or neglect of any other tenant, his or her guests or invitees, in or about the Apartment. All property belonging to the Tenants in the Apartment shall be there at the risk of each Tenant and Landlord shall not be liable for damage thereto or theft or misappropriation thereof. Landlord recommends that Tenant obtain proper insurance for any such property.

**29. BEDBUGS.**

The Apartment Community has a comprehensive plan of action to follow when we encounter bedbugs in our apartments. Following a systematic plan will ensure that the issue is mitigated quickly and will protect all residents, family members and guests in the community. Due to the fact that mitigations of bedbugs poses dangers to residents and guests, we require that a licensed pest management professional be engaged by the Manager of the Apartment Community to help respond to and treat infested apartments. Without full cooperation of the residents of the effected Apartment, this treatment program will not be successful. Landlord has had a professional inspect and certify that the unit has no bedbug infestation as of move-in day of **September 1, 2020.**

Tenants represent and warrant that all furnishings and personal property to be moved into the Apartment Community are free of bedbugs. Tenants hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities during the Lease Term:

- a. Inspection: Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your Apartment. Check backpacks, shoes, and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
- b. Duty to report: Tenant shall report any problems immediately to the Manager. Even a small number of bedbugs can rapidly multiply to create a major infestation that can spread to other apartments. The Manager will be allowed to inspect the Apartment without notice after it has been notified of the infestation.
- c. Mandatory Cooperation: Tenant shall cooperate fully with pest control efforts. If Tenant's Apartment or a neighbor's apartment becomes infested, a licensed pest management professional will be engaged by the Manager to inspect and eliminate the problem.
- d. Bedbug Treatment: In the event of a bedbug infestation, Tenant and Tenant's Guarantor(s) agree to pay for any and all costs incurred by the Landlord associated with the treatment of the bedbugs in the Apartment. Tenant agrees to comply with all recommendations and requests from the pest control specialist prior to treatment of the Apartment including, but not limited to:
  - i. Place all bedding, drapes, wall coverings and rugs in plastic bags for transport out of the property. Empty all dressers, night stands, closets and remove all clothing, shoes, boxes and electronics. Bag and tightly seal all items for removal from the property and properly dispose of used bags.
  - ii. Furniture that is property of the Landlord must be treated and/or removed for disposal or treatment. Tenant agrees to pay for all costs of replacement of or treatment of all furniture belonging to Landlord.
  - iii. Treatment and/or inspection of multiple units may be necessary. Tenant understands that if the source of infestation is found to be in their Apartment, the cost of treating multiple units by the responsibility of the Tenant.

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

- e. Indemnification: Tenant and Tenant’s Guarantor(s) agree to indemnify and hold the Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorney’s fees that Landlord may incur as a result of the negligence of the Tenant(s) or Tenant’s guests.
- f. Property Insurance: It is acknowledged that the Landlord shall not be held liable for any loss of personal property to the Tenant as a result of an infestation of bedbugs. Tenant must use renter’s insurance policy, if applicable, to cover the loss.
- g. Default: Any of the following shall constitute a default under this Lease:
  - i. Any misrepresentation by the Tenant related to bedbugs.
  - ii. Failure to promptly notify the Landlord of the presence of bedbugs.
  - iii. Failure to adequately prepare for any treatment for bedbugs in the sole discretion of the pest control professional.
  - iv. Refusal to allow the Landlord to inspect the Apartment under this Section.
  - v. Any action that prevents treatment of the Apartment or potentially exasperates or increases a bedbug issue.

**30. CONTRACT DOCUMENTS.**

Exhibit A – Unit Floor Plan, Exhibit B – Furnishings Addendum, Exhibit C – Move-In Checklist, Exhibit D – Utility Addendum, Exhibit E – Rules and Regulations Addendum, and any other Exhibits and Addenda attached to this Lease are incorporated into and made part of this Lease. Each Tenant represents that he or she has read, understood and received a copy of this Lease and all attached Exhibits and Addenda. Copies of this Lease are provided to Tenants electronically via email. A paper copy of this Lease is available to Tenants upon request.

**31. COUNTERPARTS.**

This Lease may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Lease by facsimile transmission or electronic transmission (e.g., “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Lease. Upon request, a party shall deliver an original executed counterpart of this Lease to the other party.

**32. ELECTRONIC SIGNATURES.**

Landlord and Tenants agree that this Lease may be signed and delivered by electronic signature as that term is defined in the Uniform Electronic Transactions Act (1999) (“Electronic Signature”). The Electronic Signature shall be binding and enforceable as if each such party had signed originally.

**33. SIGNED BY ALL TENANTS.**

This Lease shall only be effective upon delivery by Tenants to Landlord of this Lease executed by all Tenants identified on page one of this Lease. If this Lease is executed by less than all Tenants identified on page one of this Lease, the Lease shall be of no effect until such time as the Lease is fully executed by all Tenants.

**34. SPECIAL PROVISIONS.**

The following special provisions have been added to and are part of this Lease. Lease Addendum, Exhibits, Security Guidelines, Parent or Sponsor Guaranty, and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**[SIGNATURES ON NEXT PAGE]**

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

**IN WITNESS WHEREOF, the parties have executed this Lease.**

**LANDLORD:  
1301 UNIVERSITY AVENUE LLC, a Minnesota limited liability company**

By: \_\_\_\_\_  
Brett Naylor, Chief Manager or Authorized Representative

\_\_\_\_\_  
Date

The following disclosures are made pursuant to Minnesota Statutes Section 504B.181:

The person authorized to manage the Property is:

Urban Land LLC  
P.O. Box 13008  
Minneapolis, MN 55414  
Attn: Brett Naylor

The Landlord of the Property or an agent authorized by the Landlord to accept service of process and receive and give receipt for notices and demands is:

Urban Land LLC  
P.O. Box 13008  
Minneapolis, MN 55414  
Attn: Brett Naylor

\_\_\_\_\_  
Tenant (Jointly & Severally) Signature                      Date

**EXHIBIT B  
FURNISHINGS**

1) Landlord is providing, for Tenants' use and enjoyment, the furniture, furnishings, appliances and window treatments ("Furnishings") listed on page Furnishings and provide to Landlord, on Landlord's Tenant Move-In Checklist, notice of any defects in the Furnishings. The Tenant Move-In Checklist must be supplied to Landlord by the end of the day Tenants move in to the Apartment and if Tenants fail to provide said Tenant Move-In Checklist then the Furnishings will be deemed to be in good working order and without defect.

2) Tenants will, at Tenants' sole cost and expense, keep and maintain the Furnishings in good, clean, sanitary condition and repair during the term of the Lease. Tenants shall not remove the Furnishings from the Apartment. Tenants shall not remove the window treatments from the windows or attach any other type of window covering or window treatment to the windows or the supports holding the window treatments.

3) Tenants hereby agree to be liable for any damages to the Furnishings, except for "normal wear and tear" (which is herein defined). Normal wear and tear is herein defined as follows: Furnishings may be slightly soiled, cushions may be compressed or slightly misshaped, table tops and legs may have minor scratches or similar type wear. Normal wear and tear does not include torn fabrics, split fabric seams, or fabrics that are soiled or stained to the extent that they are not cleanable; missing parts of the furniture, deep scratches, bent or broken legs, broken inner springs, or similar type items do not constitute normal wear and tear. Tenants shall be responsible for all repairs and replacements of the Furnishings caused by Tenants' or their guests' or invitees' misuse, waste or neglect.

4) Tenants shall be responsible, at their sole expense, for all of Landlord's costs to repair any of the Furnishings. Tenants shall reimburse Landlord for all of Landlord's actual costs to repair any Furnishing plus an administrative charge of up to \$150 per item repaired to cover the Landlord's personnel time, pick-up and delivery charges and any other incidental Landlord expense.

5) In the event that the Furnishings are not repairable, Tenants shall be responsible to pay to Landlord the replacement cost of the non-repairable item(s). In addition, Tenants shall pay to Landlord an administrative charge of up to \$150 per item replaced to cover Landlord's personnel time, delivery charges and any other Landlord incidental expenses.

6) All sums due under this Exhibit B are payable to Landlord as part of the move-out process and payable to Landlord in full prior to Tenants moving out. All obligations under this Exhibit B will survive the Ending Date or early termination of the Lease.

7) Bunk Bed Use. Neither Landlord nor the Manager, or Landlord's or Manager's respective employees, agents and affiliates, will be liable to Tenants or any of Tenants' guests or invitees for injury due to use of a bunk bed or lofted bed provided by Landlord for the use of Tenants. Tenants using beds provided by Landlord are required to sign a separate indemnity and waiver form should residents choose to be provided a bunk bed or lofted bed. Landlord does not condone or approve bunking beds without our inspection and installation of the rails we provide.

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

**EXHIBIT D  
UTILITY ADDENDUM**

Tenants:

This is an Addendum to the Lease and controls in the event of conflict with the Lease. All terms in this Exhibit F shall have the same meaning as in the Lease.

**1. PAYMENT OF UTILITIES.**

Tenants will have the sole responsibility to coordinate service activation (including payment of any fees or deposits to the utility provider) for all utilities by the Lease and this Exhibit F to be Tenants' direct cost prior to any Tenants moving in to the Apartment and shall arrange for any utility deactivation as of the Ending Date prior to the Move-Out Date.

Responsibility for payment of utilities and services, including charges for usage, deposits and any charges, taxes and fees associated with the utility service or billing, and the method of allocating the payment of utility and service costs will be as indicated below.

- A. Electric service and associated fees will be paid:**  
By Tenants, directly to the service provider
  
- B. Gas Service and associated fees will be paid:**  
By Landlord
  
- C. Water/Sewer service and associated fees will be paid:**  
By Landlord and reimbursed by monthly surcharge by each Tenant
  
- D. Trash service and associated fees will be paid:**  
By Landlord
  
- E. Cable service and associated fees will be paid:**  
By Landlord entirely for expanded basic cable services
  
- F. Internet service and associated fees will be paid:**  
By Landlord entirely for basic high speed optical Ethernet internet service
  
- G. Local and long distance telephone service and associated fees will be paid:**  
By Tenants, directly to the service provider

Tenants must separately pay for all charges, taxes and fees and provide required deposits for all utilities not listed above, either directly to the service provider or to Landlord or Landlord's service provider.

2. The failure to make utility payments is a material and substantial breach of the Lease and shall entitle Landlord to exercise all remedies available under the Lease. Landlord is entitled to use any Tenants' security deposit to recover unpaid utility charges.

3. Landlord shall have the sole discretion to select the utility providers, except where prohibited by law.

4. Pursuant to Section 11 of the Lease, **utilities not paid by Landlord must remain on, in Tenants' names, through the Ending Date regardless of whether Tenants have moved out, except and unless Tenant has sublet the Apartment or Landlord has relet the Apartment pursuant to Section 3 of this Lease.** Refusal to maintain utility service in Tenants' names shall constitute default under the Lease and in such event Landlord may exercise all remedies available to Landlord under the Lease.

5. If Tenants want additional telephone lines, additional cable channels or additional internet services, the installation, maintenance and all monthly charges for the same will be Tenants' sole expense, and Tenants shall assume full liability for any damages caused by the installation of the above mentioned services. Satellite TV is not permitted.

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

6. When Landlord provides internet access, Tenants may find it necessary to purchase a wireless router or other hardware in order to connect to Landlord's internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Tenants may have.

7. Tenants agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes default under the Lease and shall entitle Landlord to exercise all remedies available under the Lease.

8. Neither Landlord nor Manager is liable for any loss or damage Tenants may incur as the result of outages, interruptions, or fluctuations in utilities provided to the Apartment unless such loss or damage was the sole and direct result of gross negligence of Landlord or its employees. Tenants hereby release Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

9. Should any provision of this Exhibit F be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein.

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

**EXHIBIT E**  
**RULES AND REGULATIONS ADDENDUM**

**All Tenants of the Apartment Community, on behalf of themselves and any of their guests and invitees, agree to the following Rules and Regulations. Tenants understand that failure to comply with any of these conditions will result in the fines and consequences outlined herein.**

**LEASE INFRACTIONS:** If any Tenant or any guests or invitees of any Tenant, violates these Rules and Regulations, Tenants will be given written notice of a "Lease Infraction" that will become a part of their file. If a Tenant receives three (3) Lease Infractions (a Violation) Landlord may file for eviction. All costs incurred by Landlord in connection with any Lease Infraction or any fees charged to Landlord by police, fire or other emergency services for responding to a call related to Tenants or the Apartment will be paid by Tenants.

**NOISE:** Tenants shall not cause or allow any unreasonably loud noise or activity in the Apartment or Common Areas that might disturb the rights, comforts and conveniences of other persons. No lounging or visiting will be allowed in the Common Areas between the hours of 10:00 p.m. and 5:00 a.m. Furniture delivery and removal will take place at such times as designated by Landlord. No noise that may be heard outside the Apartment, in the corridors, or in any adjoining apartments shall be allowed after 10:00 p.m. It is after this time that other tenants or Landlord or Manager may contact the authorities if noise is at an unreasonable level. In the event receives a complaint concerning noise coming from Tenants' Apartment, Landlord will attempt to make contact with the Apartment to request that the excessive noise cease. In the event the request is not honored, and a second contact is deemed necessary, Landlord may, at its discretion, issue a Lease Infraction. No more than ten (10) people are allowed in the Apartment at any time. Any police call involving activity in or about Tenants' Apartment may, at Landlord's discretion, result in a Lease Infraction.

**ILLEGAL ACTIVITY.** Tenants shall not use, and shall not allow the use or manufacture or possession of marijuana or any controlled substance or illegal drug paraphernalia (as defined by applicable law) in or about the Apartment. Any arrest of Tenants or any of Tenants' guests or invitees for physical harm to person or property or for any felony alcohol or drug-related offense may, at Landlord's discretion, result in eviction of Tenants without Landlord being required to first provide three (3) Lease Infractions.

**SIGNAGE:** No signage or any other item of any type is allowed to be placed on any window or door of the Apartment or the Apartment Community.

**ALTERATIONS:** Tenants shall not alter the Apartment (change or add door locks, fixtures, entry or interior doors, cabinets, flooring, paint, wallpaper, appliances, etc.) without written permission from Landlord.

**FURNISHINGS:** Tenants shall reimburse Landlord for the cost of any repair or replacement of any Furnishings provided by Landlord caused by damage beyond what is considered "normal wear and tear".

**PARKING:** Any Tenants who lease parking space in the surface parking lot or underground parking garage agree to abide by all terms and conditions described in the Parking Agreement, which they will be required to execute. Tenants who do not have an executed Parking Agreement will not be allowed access to or usage of parking stalls and will be in violation of the Lease should they use said parking stalls.

**BICYCLES:** Bicycles owned by any Tenant shall be stored only in the underground parking garage area as designated by Landlord and not in any other parts of the Apartment Community. Any Tenant desiring the same shall make a request to Landlord for a dedicated bicycle stall for Tenant's use. Such Tenant will only park his/her bike in the Stall assigned to Tenant.

**KEYS:** Each Tenant will receive 1 key(s) to the Apartment, 1 keyfob(s) to the building entry and 1 mailbox key. Please see paragraph below entitled "FEES" for costs associated with replacement of these items. If any Tenant does not return keys at move-out such Tenant agrees to pay the fees as described in these Rules and Regulations. These charges are due and payable at the time of issuance of new keys.

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_

**FEES:** The applicable Tenant(s) will be assessed the following fees for any of the following replacements and/or violations:

\$5	Mailbox Key
\$15	Apartment Key (plus \$50/deadbolt lock in the apartment for re-key)
\$15	Building entry Key Fob
\$75	Lock-out Fee (outside normal business hours)
\$250	Smoking violation
\$50	Access Door Alarm Violation
\$50	Parking Violation

**LOCK-OUT:** Tenants who are locked out of the building and or their Apartment when no Landlord’s agent is present (and Landlord is required to provide them access) shall pay a lock out fee for Landlord to allow Tenant(s) entry. The payment is due at the time of arrival. No cash accepted.

**MAINTENANCE:** 24-hour emergency maintenance is available by calling the main office at 612-617-8000 (normal business hours) or 612-617-8000 (after business hours) and leaving an emergency page (follow the voice prompts). Emergencies consist of flooding (intrusive water), fire, power outage and/or lack of heat in the winter. **Tenants are responsible for the replacement of any and all proper wattage light bulbs. No rubber backed floor rugs or mats are allowed in the Apartment.**

**SMOKING:** This is a non-smoking Apartment Community. Smoking is not permitted within the Apartment, any of the interior Common Areas, in the underground parking garage or within 20 feet of the building. Tenants that are found smoking in the Apartment will be in violation of their Lease, fined \$250 per issuance of Lease Infraction and may be asked to vacate should three (3) or more Lease Infractions be issued.

**PETS:** Pets are not permitted at the Apartment Community. No “pet sitting” is permitted at any time. Tenants will be in default of their Lease if any pets, other than those that are licensed or prescribed by a licensed care giver under the American Disabilities Act, are in the Apartment and/or on or about the Apartment Community.

**ACCESS DOORS:** Triggering of emergency door alarms will result in a fine of \$50. No security or fire doors are to be propped open at any time. In addition Tenants are not permitted to allow persons into the Apartment Community that they personally have not invited onto the Apartment Community.

**TRASH AND RECYCLING:** Tenants must dispose of all trash (small kitchen trash bag size or smaller) in the trash chutes on floors 2 through 6 or first floor trash room. Please do not place recyclables down the trash chutes. All cardboard boxes must be broken down flat and brought to the first floor trash room. All items larger than a kitchen size trash bag will need to be disposed of in the first floor trash room – please do not try to force large items in the trash chute for it will get plugged. Do not leave trash around the outside of your apartment. Cat litter must be in a plastic garbage bag and disposed of in the first floor trash room – do not put cat litter in the trash chute. The following shall apply to violations of this trash policy.

- 1<sup>st</sup> Violation: A written warning
- 2<sup>nd</sup> Violation: A \$20 (per person) fine will be imposed and Landlord may, in our discretion, declare you in violation of the lease (this fine is in addition to any damages caused by such violation). Additional violations will result in additional charges.

**CLEANING:** Tenants shall conform to the cleaning standards as described in Tenants’ Move-in Checklist. Tenants will be liable for any damage to Furnishings because of failure to adhere to the recommended cleaning standards and products.

**ALCOHOL:**

- A. Supplying alcohol to minors is strictly prohibited. Tenants will be in violation of the Lease should Landlord become informed of underage consumption/distribution in the Apartment.
- B. Consumption of alcohol may not take place in any Common Areas of the Apartment Community.
- C. No beer kegs will be allowed in the Apartment.

**DAMAGE TO PROPERTY:** In the event of any damage to the Apartment or the Apartment Community caused by any Tenants or Tenant’s guests or invitees, such Tenant shall be liable to Landlord for the cost of repair of any such damage plus a \$150.00 administrative fee in each instance.

Tenant Signature: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_