## 1301 University Avenue, LLC

1301 University Avenue SE • Office #1 • Minneapolis, MN 55414 (612) 617-8000

## 1. EXHIBIT B

## 1.1 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 into 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 are herein defined as follows: Furnishings may be slightly soiled, cushions may be compressed or slightly misshaped, tabletops 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 nonrepairable 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.

Date Signed