

**MINNESOTA RESIDENTIAL LEASE:
Modified for use with Cavalry Property Solutions LLC**

BEFORE YOU USE OR SIGN THIS LEASE, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

Landlord and Tenant agree to the following terms.

TENANTS. (Each adult who signs this Lease is a "Tenant.") _____

OTHER OCCUPANTS. _____

LANDLORD. _____ ("Landlord")

LANDLORD LICENSE. Landlord *[select one]*

is a licensed landlord is not required to be a licensed landlord

The **Premises** ("Premises") includes dwelling unit number _____ at (street address)

_____ (city) _____, MN (zip code) _____

and garage no. _____, storage unit no. _____, parking stall no. _____

Term of Lease. (Write number of months or "month-to-month.") _____

Starting Date of Possession _____

Ending Date of Possession (if known) _____

Total Monthly Rent \$ _____ **Security Deposit** \$ _____

Late Fee \$ _____ (In no case may the late fee exceed 8.0% of the overdue rent payment. Minn. Stat. Section 504B.177.)

OTHER CHARGES (specify) _____

RENT PRORATED. (check if applicable) This Lease requires the Tenant to move in or out of the residential unit on a date other than the first or last day of the month, and the rent is prorated.

Prorated First Month Rent (if applicable) \$ _____

Prorated Last Month Rent (if applicable) \$ _____

NOTICE TO LANDLORD. Complete this section before you sign this Lease. Complete this section before you accept rent. Complete this section before you accept a deposit.

Landlord HAS HAS NOT (check one) received notice of a contract for deed cancellation or a foreclosure notice regarding the Premises. If Landlord has received such a notice, the date on which the contract for deed cancellation or mortgage foreclosure is complete is _____
(specify date).

NOTICE TO TENANT. The Landlord must complete this section before you sign this Lease.

The Landlord must complete this section before you pay rent. The Landlord must complete this section before you pay a deposit. A contract for deed cancellation or foreclosure might limit the term of this Lease to two months or less.

Minnesota Statutes §504B.151.

RECEIPT. RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT
FIRST MONTH'S RENT PAID IN ADVANCE	
FIRST MONTH'S UTILITIES PAID IN ADVANCE (See Choices 3 and 4 below.)	
LAST MONTH'S RENT PAID IN ADVANCE	
SECURITY DEPOSIT PAID IN ADVANCE	
FIRST MONTH'S RENT FOR GARAGE PAID IN ADVANCE	
FIRST MONTH'S RENT FOR STORAGE UNIT PAID IN ADVANCE	
OTHER (Specify) _____, PAID IN ADVANCE	
TOTAL RECEIVED FROM TENANT:	

Notice. Under Minnesota law, the landlord of a single-metered residential building is the bill payer responsible and shall be the customer of record contracting with the utility for utility services. Utilities and Services will be paid as follows.

UTILITIES:	Included in Rent		Not Included in Rent; Paid or Billed Separately	
	Choice No. 1	Choice No. 2	Choice No. 3	Choice No. 4
UTILITY OR SERVICE	LANDLORD PAYS SERVICE PROVIDER (Utilities and services are included in rent.)	TENANT PAYS DIRECTLY TO SERVICE PROVIDER (Tenant's Premises has a separate meter and separate billing or account in Tenant's name.)	TENANT PAYS LANDLORD (Reimbursement for separately metered utility or for service for Tenant's Premises with separate billing or account in Landlord's name.) (ADDED TO RENT.)	TENANT PAYS LANDLORD FOR A PORTION OF UTILITIES OR SERVICES (Tenant's Premises does <u>not</u> have a separate meter.) (ADDED TO RENT)
>>>>>> CHECK ONLY <u>ONE</u> COLUMN FOR EACH UTILITY OR SERVICE <<<<<<<				
Natural Gas				
Water & Sewer				
Electricity				
Fuel Oil				
Garbage Collection				
Telephone				
Cable Communication				
Association Fees				
Other Utility or Service (Specify)				
NOTE: If either Choice No. 3 or Choice No. 4 is checked for any utility or service, Landlord must complete Part 35 of this Lease before Tenant signs. Caution: Minneapolis and other cities might prohibit the apportioning of utilities (Choice No. 4).			<input type="checkbox"/> SEE NOTE IF CHOICE NO. 3 OR CHOICE NO. 4 IS CHECKED FOR ANY UTILITY OR SERVICE.	

CHECK APPLIANCES INCLUDED

- ___ REFRIGERATOR
- ___ KITCHEN STOVE
- ___ MICROWAVE
- ___ DISHWASHER
- ___ TRASH COMPACTOR

- ___ CLOTHES WASHER
- ___ CLOTHES DRYER
- ___ WINDOW UNIT AIR CONDITIONER
- ___ GAS GRILL
- ___ OTHER

The Landlord authorized to manage the Premises is;

Name _____

Street Address, (not P.O. Box) _____

City, State, Zip code _____

Telephone _____

List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

TERMS OF THIS LEASE.

1. **OCCUPANCY AND USE.** Only the Tenants and Occupants listed above may live in the Premises, except as allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.

2. **RENT.** Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent at _____ or other reasonable place requested by Landlord.

3. **LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the fifth day of the month, Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall also pay \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

4. **SECURITY DEPOSIT.** Landlord may use the security deposit
A. To cover Tenant's failure to pay rent or other money due Landlord.
B. To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why.

5. **EACH TENANT RESPONSIBLE.** Each Tenant jointly and severally liable for all money due to Landlord under this Lease, not just a proportionate share.

6. **TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble and water damage) caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

7. **LANDLORD'S NON-WAIVER.** Payments other than rent are due when Landlord demands them from Tenant. Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after Tenant vacates the Premises.

8. **ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in a lawsuit about the tenancy.

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

If when accessing the dwelling for any reason, and Management finds the home to be in disarray far beyond normal living conditions. Management may document and give notice to Tenant to make the necessary changes. Management may hire a 3rd party cleaner to clean the dwelling if the original cleaning request is not met by Tenant within a reasonable timeframe provided by Management and charged to Tenant ledger.

10. LANDLORD'S PROMISES.

- A. The Premises and all common areas are fit for the use intended by Landlord and Tenant.
- B. Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
- C. Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

11. TENANT'S PROMISES.

- A. Tenant shall not allow damage to the Premises.
- B. Tenant shall not allow waste of the Utilities or Services provided by Landlord.
- C. Tenant shall make no alterations or additions.
- D. Tenant shall remove no fixtures.
- E. Tenant shall not paint the Premises without Landlord's written consent.
- F. Tenant shall keep the Premises clean and tidy.
- G. Tenant shall not unreasonably disturb the peace and quiet of others.
- H. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.
- I. Tenant shall use the Premises only as a private residence.
- J. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
- K. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in Landlord's insurance.
- L. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.
- M. Tenant shall notify Landlord in writing of any repairs to be made.
- N. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.
- O. Tenant agrees to cooperate with Management in showing the property to prospective tenants prior to termination of occupancy.

12. TENANT'S TELEPHONE. Tenant shall give Landlord the Tenant's phone number (land line or cellular) within 2 days after service is started or the phone number is changed.

13. RESTRICTIONS.

- A. **WATERBEDS.** Tenant shall not have water beds or other water-filled furniture on the Premises.
- B. **PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.
- C. **LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.

D. VEHICLES. Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of the Premises, except in a garage. [“Curtilage” means the grounds surrounding the building in which the Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.

14. LANDLORD’S RIGHT TO ENTER. Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant 24 hours’ notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.

15. DAMAGE OR INJURY TO TENANT OR TENANT’S PROPERTY. Landlord is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain Renter’s Insurance.

16. NOTICE OF DANGEROUS CONDITIONS. shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in writing.

17. SUBLETTING. Tenant shall not sublet part or all of the Premises without Landlord’s written consent. Tenant shall not assign this Lease without Landlord’s written consent. The consent shall not be unreasonably withheld or delayed.

18. MOVING OUT OR HOLDING OVER. Tenant must move out not later than 11:59 p.m. on the Ending Date. If Tenant occupies the Premises after the Ending Date with Landlord’s permission and this Lease has not been renewed nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.

19. NOTICE IF LEASE BECOMES MONTH-TO-MONTH. If this Lease is or becomes month-to-month, written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of a month and must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice must be received on March 31 or earlier.

20. VACATING. When moving out, Tenant must:

- A.** Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss.
- B.** Completely vacate the Premises, including storage units, garage and parking stalls.
- C.** Give Landlord a forwarding address.
- D.** Give Landlord all keys and personal property issued to Tenant for Tenant’s use such as garage door openers, and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

21. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.

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

22. BREACH OF LEASE; LANDLORD'S RIGHT OF REENTRY. Landlord shall have a right of reentry for Tenant's breach of this Lease. If Tenant materially breaches this Lease, with the exception of non-payment of rent, Landlord may do these things.

- A. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action.
- B. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action. Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.
- C. Bring an eviction action immediately.

Non-payment of Rent. Landlord must issue Tenant a 14-day written notice before being entitled to the right of reentry under this Paragraph for non-payment of rent.

23. DUTY TO PAY RENT AFTER EVICTION OR SURRENDER. Rent is due under this Lease even if Tenant surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.

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

25. EXERCISE OF RIGHTS AND REMEDIES. Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.

26. SUBROGATION. Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.

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

28. MISREPRESENTATIONS. Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.

29. ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS. Attachments to this Lease, such as Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.

30. NOTICES. A notice or demand mailed, texted, emailed to or handed to any one of the Tenants named above is notice to all Tenants.

31. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.

- A. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.
- B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT. §617.80, Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.
- C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT. §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.

The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.

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

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

Landlord is UNAWARE of any lead-based paint or lead-based paint hazards on the Premises

Landlord KNOWS lead-based paint or lead-based paint hazards are on the Premises

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

C. Tenant’s Acknowledgment. Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.

Tenants’ initials _____

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

Agent’s initials _____

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

Landlord: _____

Tenant/s: _____

33. CHANGES TO LEASE. Landlord and Tenant may change the terms of this Lease in writing.

34. SMOKING. (check one)

- Tenant may allow smoking on the Premises.
- Tenant shall not allow smoking on the Premises.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or similar object, containing, made, or derived from, nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. "Smoking" also includes the action or practice of inhaling and exhaling the vapor produced by an electronic cigarette or similar device (commonly known as "vaping").

35. UTILITIES SERVICE NOTICE. If any of the utilities or services on Page 2 of this Lease is rebilled to Tenant (Choice No. 3) or apportioned by Landlord and billed to Tenant (Choice No. 4), then this Part 35 becomes part of the Lease and must be completed by Landlord.

A. REBILLED UTILITIES (Under Choice No. 3). For each utility or service rebilled to Tenant under a meter or account that provides service exclusively to Tenant's Premises, Landlord shall provide a copy to Tenant of each billing statement from the utility provider.

B. APPORTIONED UTILITIES UNDER A SINGLE-METERED SERVICE (Under Choice No. 4).

- (1) Landlord is the customer of record under contract with the utility or service provider and shall pay the provider directly.
- (2) Landlord may apportion the utility or service bill among the tenants of the building. The apportionment shall be by following this equitable method or formula [state the formula precisely here, including the frequency of billing for each apportioned utility or service]

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- (3) Upon request, Landlord shall provide Tenant with a copy of each actual utility or service bill for the building along with each apportioned services bill. For the most recent **calendar year** [state year here: _____].

***NOTE:** If this Lease is for one year or more, then Landlord and Tenant may agree to use a monthly average as the good faith estimate of the monthly utilities bill as an annualized budget plan providing for level monthly payments. If Landlord and Tenant agree to a budget plan using monthly averages for payment of these utilities, initial here:

Landlord _____

Tenant _____

In subsequent lease years, Landlord shall give Tenant updated information on apportioned utilities before changing Tenant's budget plan amount.

Landlord may attach copies of the 12 monthly bills for each apportioned utility.

- (5) Upon Tenant's request, Landlord shall provide Tenant with copies of the actual utility or service bills for any apportioned utility or service for the past two years. However, if Landlord acquired the building less than two years ago, Landlord shall provide copies of bills back to the date that Landlord bought the building.
- (6) If the gas, fuel oil, or electric charge is apportioned, Landlord shall notify Tenant by September 30 of each year that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil, or electric bill. This notice shall include the toll-free telephone number of the agency which administers the energy assistance program.

36. ADDITIONAL MANAGEMENT TERMS:

INSURANCE

- A. Management nor the Owner will be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Management, Owner, or their agents associated with the welfare of the space rented.
- B. TENANT AGREES TO PURCHASE INSURANCE AT THEIR OWN EXPENSE (If not provided by Management) sufficient to protect themselves and their property from fire, theft, burglary, breakage, plumbing freeze, electrical connections along with the dwelling itself from tenant neglect.
- C. Tenant acknowledges that the Minnesota heating season can involve heat-outs due to mechanical failure or other forms of disruption to the dwelling. If Tenant knows of long durations over one week (7 days) that they will be gone. The tenant must inform Management and find a solution to receive heat checks for the dwelling to ensure all building systems are functioning. IF in the event Management is NOT informed and a heating system malfunctions and heat is lost to the home resulting in any damages including but not limited to frozen pipes. It is Tenant's financial responsibility to cover repair costs.
- D. Tenant Insurance is available for purchase through the rent portal.

PETS

- A. Pets are allowed on the premises only by obtaining Management's written permission and after pet fees are paid. Only pets listed on the Rental Application or Addendums will be allowed. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, service dogs, or Emotional Support Animals. These animals must have proof of registration and be registered to the Tenant occupying the dwelling.
- B. All pets must be kenneled (if applicable) when knowledge of Management or Vendor presence at the dwelling is known.

SNOW & LAWN CARE

- A. Single-family homes are expected to maintain their lawn and snow on their own unless otherwise stated by Management in writing. Residents are allowed to hire the work done by either Management if capacity allows or by an outside vendor. Tenant agrees to provide contact information of said outside vendor to Management if further communication is necessary.
- B. Multi-family homes will have Snow and Lawn care included unless otherwise agreed on with the Tenant and Management or deemed unnecessary.

OUTAGES

- A. Tenant is responsible for notifying management of any fixtures not properly working. If the Tenant knowingly lets a utility or appliance constantly run without notifying Management. Tenant may be held liable for excessive utility usage at the Owner's expense and a prorated amount

deemed appropriate by management will be issued to the Tenant ledger. Management will not reimburse the Tenant for any unused heating oil or propane.

- B. Management shall not be liable to Tenant for the loss of heat, electricity, water, or use of any facilities including parking areas if said loss is due to any reason beyond the control of Management.

CONSUMABLES

- A. Smoke detectors, carbon monoxide alarms, light bulbs, and other like consumables must be maintained by the Tenant. If a common area is reported to have necessary updates needed. Management will take care of those consumables.
- B. If a Consumable product is damaged or cannot be serviced, Management will replace it at no cost to Tenant. Any routine consumable updates asked to be completed by the Tenant will be charged for time and materials unless previously discussed in writing with Management.

DRAIN STOPPAGES

- A. All drain and plumbing clogs will be the sole responsibility of the Tenant and costs to repair will be billed to the Tenant and due and payable to Management immediately. Including any clogs caused by hair or other foreign objects. Tenant is required to use a drain catch/strainer to catch, including but not limited to, hair or foreign objects, from entering any plumbing.

EXCESS GARBAGE

- A. If a trash receptacle is provided by Management, it is to be used for household garbage only. Tenant shall reimburse Management for any charges for excess garbage, electronics, mattresses, and or large items that require additional time and materials to remove.

VEHICLE, GARAGE & STORAGE USE

- A. If off-street parking is available, Tenant understands that the parking may be limited based on availability. No parking will be exclusive to the Tenant unless signage is physically posted onsite or a written addendum is provided by Management.
- B. In the event of city citations or tickets, Management is not liable for any costs incurred from misuse of public roadways or parking areas. It is the Tenant's responsibility to educate themselves on local parking regulations and alternate street-side parking ordinances.
- C. Tenant agrees to not abuse the space available for storage or parking. If a multi-family dwelling or property has multiple spots available for parking. Tenant cannot fill all spaces unless written approval is granted by Management. It is in good faith that the Tenant and their dwelling neighbors will share and be courteous of the shared amenities available to them.
- D. Tenants agree to keep all vehicles operable and currently licensed, parking only in assigned spaces available to them. Tenant agrees to not park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Management's written permission.

PESTS

- A. Bed bugs and other pests, including but not limited to rodents, can cause major issues at a property, and identifying and treating an infestation is crucial to minimize the impact on the property and Tenant's personal belongings.
- B. Tenant shall be responsible for remedying insects (except bed bugs and termites), arachnid infestations, and INITIAL sightings of rodents at their sole expense after the initial 48 hours of their move-in date. Management shall be responsible for remedying rodent, termite, and bed bug INFESTATIONS, of which the expense may be charged to Tenant if the infestation was caused by Tenant's actions or negligence.

- C. Any pest or bed bug infestations caused by Tenant's actions or negligence are Tenant's sole responsibility and Tenant shall pay all expenses related to remediation and damage caused by such infestation, including Management's reasonable attorney fees and costs incurred in enforcing this if deemed necessary.
- D. Tenant shall hold Management and Owner harmless from any actions, claims, losses, damages, and expenses. Management shall not be liable for any loss of personal property to the Tenant as a result of bed bug or pest infestation.
- E. It is Tenant's responsibility to educate themselves on what to look for and how to respond to different infestations or sightings. If Tenant does not have access to or have the ability to find the information on how to prevent, mediate, or react to these situations. Tenants should reach out to Management where information can be dispersed and questions answered.
- F. The definition of INFESTATION found in a simple Google inquiry is "the presence of an unusually large number of insects or animals in a place, typically so as to cause damage or disease."

ALTERATIONS

- A. Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Management's prior written consent, and then only by contractors or mechanics, or others approved by Management. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Owner and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.
- B. Satellite dishes of any kind must NOT be installed unless written approval is provided.

DWELLING UPKEEP

- A. If when accessing the dwelling for any reason, and Management finds the home to be in disarray far beyond normal living conditions. Management may document and give notice to the Tenant to make the necessary changes. Management may hire a 3rd party cleaner to clean the dwelling if the original cleaning request is not met by the Tenant within a reasonable timeframe provided by Management and charged to the Tenant's ledger.
- B. Tenant agrees to notify Management immediately if roof leaks or water spots appear on the ceiling or at the first sign of termite activity. Tenant also agrees to notify Management immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify Management in a prompt matter the Tenant may be held financially responsible as deemed by Management.
- C. MANAGEMENT RESERVES THE RIGHT TO MAKE REPAIRS OR NOT DEPENDING ON THE CIRCUMSTANCE AND ITS SEVERITY such as but not limited to wet basements in the spring and summer. Management will make repairs to keep with the local building code and Tenant safety.

REASONABLE TIME FOR REPAIRS / MAINTENANCE

- D. Any special request such as window covering for drafty windows, cosmetic upgrades, flooring upgrades, additional security, or anything that falls outside of normal maintenance or wear and tear will be billed to the Tenant at Management's discretion and will be discussed in writing prior to any work being completed.
- E. Upon being notified of a Maintenance request, MANAGEMENT RESERVES THE RIGHT TO USE DISCRETION OF THE SENSE OF URGENCY AND COORDINATE OR CANCEL THE WORK ACCORDINGLY. Management seeks to make repairs AS SOON AS POSSIBLE, however, work may be delayed due to outside vendor scheduling or materials being ordered. If a

long-term delay is to be the case, Management will stay in contact with Tenant to inform them of any timelines or said delays if the information is known.

- F. The Owner and or Management reserves the right to complete any work themselves and bill for their time and materials.

TERMINATION UPON SALE OF PREMISES

- A. Notwithstanding any other provision of this lease. Management or the Owner may terminate this lease upon 45 days written notice to the Tenant that the premises have been sold. The NEW Owner may keep the lease active if they do so wish.

The Tenant/s signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered and that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. A signature by the Tenant and Co-signer on this Rental Agreement is acknowledgment, and the Tenant will have a signed copy of the Rental Agreement for their records available to them.

Agreeing to this lease means you accept the home AS IS from the last time you viewed it, Management will have done what they could with the duration of time allotted between move-outs to clean, repair, and update the space. Any further tasks yet to be completed after your move-in will be conveyed before or at the time of your move-in or not done at all.

- This Lease includes the following Addendums:
 - Fees & Charges
 - Lead in Your Home Information Packet
 - Move-in / Move-out Inspection Templates

The Landlord, Tenant, and Co-signer agree to the terms of this Lease.

Landlord _____ **Date:**

Tenant or Co-signer _____ **Date:**

Tenant or Co-signer _____ **Date:**

Tenant or Co-signer _____ **Date:**

Tenant or Co-signer _____ **Date:**

Tenant or Co-signer _____ **Date:**

Tenant or Co-signer _____ **Date:**

Tenant or Co-signer _____ **Date:**

Tenant or Co-signer _____ **Date:**

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