

627 5TH AVENUE SOUTH
ST CLOUD MN 56301

APARTMENT LEASE

REFERENCE OF TERMS: Where appropriate, singular terms include plural, and pronouns of one gender include both genders.

RESIDENT: _____ MANAGEMENT: Kent Housing, Inc.

APARTMENT NAME/ADDRESS _____ ST CLOUD MN 56301

LEASE TERM _____ LEASE DATES _____ TO _____ (12N00N)

NOTICE PERIOD (notice period is one full month unless stated otherwise)

\$ _____ + _____ + _____ = \$ _____

APARTMENT RENT **PARKING** **UTILITY** **TOTAL MONTHLY RENT** **PARKING SPACE #**
Rent is considered late after the first of the month. A \$35.00 Service Charge is added after 5:00 P.M. on the fifth of the month.

UTILITIES Included in Rent: ___Heat ___Hot & Cold Water UTILITIES Paid by Resident: ___Electric ___Phone ___Cable

\$ _____ \$ _____ \$ _____ \$ _____

SECURITY DEPOSIT CONTRACT FEE PRE-PAID RENT TOTAL

(The following is required by Minnesota Statutes, Section 504B.181) Kent Housing is the agency authorized to manage these premises and to accept service of process, receive and give receipts for notices and demands.

Additional Agreements(if any) _____

MANAGEMENT _____

RESIDENT 1 _____

PARENT/GUARDIAN COSIGN _____

DATE SIGNED _____

SOCIAL SECURITY # _____

COSIGN SOCIAL SECURITY # _____

RESIDENT 2 _____

STREET ADDRESS _____

SOCIAL SECURITY # _____

CITY STATE ZIP _____

DATE SIGNED _____

DATE SIGNED _____

THIS LEASE HAS BEEN CERTIFIED UNDER THE PLAIN LANGUAGE ACT THROUGH THE STATE OF MINNESOTA OFFICE OF THE ATTORNEY GENERAL. CERTIFICATION OF A CONTRACT BY THE ATTORNEY GENERAL UNDER THE PLAIN LANGUAGE CONTRACT ACT IS NOT OTHERWISE AN APPROVAL OF THE CONTRACT'S LEGALITY OR LEGAL EFFECT.

TERMS OF SECURITY DEPOSIT:

If Resident is unable to move into the apartment, the deposit will not be refunded. If Resident is not accepted by Management, the deposit will be returned, EXCEPT as set forth in TERMS OF STANDARD APARTMENT LEASE #3, labeled CRIMINAL BACKGROUND CHECK NOTICE.

Management does not accept Resident until notified in writing or verbally and both Resident and Management have signed the Apartment Lease. A deposit and one full months rent in advance, Parent Co-sign, or prepayment of the last two months rent in replacement of a parent co-sign is also required. Resident's failure to pay does not release Resident from Apartment lease obligations. Management will refund the deposit with interest within three (3) weeks of proper termination of the Lease Agreement. Resident must provide Management with a forwarding address or delivery instructions.

1. Resident must comply with all terms of the Apartment Lease Agreement including paying rent in full until the lease expires. If Resident fails to vacate the premises on the date and time of expiration, Management will keep the full deposit as partial liquidated damages.
2. All keys must be returned after resident moves out.
3. Resident will not withhold any portion of the final months rent as a means of recovering the Deposit. Minnesota Statute 504B.178 Subd.8, states in part, "No tenant may withhold payment of all or any portion of rent for the last payment period of a residential rental agreement...on the grounds that the deposit should serve as payment for the rent." The law provides penalties if the Resident wrongfully withholds rental payment.
4. Resident liability for full compliance with the Apartment Lease Agreement, and for payment of any damages to the property, may be more than the amount of the deposit stated above.
5. Any Resident who causes Management to incur civil or criminal charges pursuant to City Ordinances or State Statutes shall reimburse Management in full for fines or penalties paid.

TERMS OF STANDARD APARTMENT LEASE:

1. OCCUPANCY AND USE: No person other than those listed above as Residents may occupy the Apartment without the written approval of Management. The apartment and utilities may be used only for ordinary residential purposes.

2. RENT: Resident agrees to pay Management, at the place or in the method designated by Management, monthly rent in full on or before the first day of every month in advance, during the term of this lease and any extensions or renewals of this lease. **Rent payment whether by month or quarter will begin ONE MONTH IN ADVANCE.**

3. CRIMINAL BACKGROUND CHECK NOTICE: Management does not accept applicants with a criminal record. Criminal background checks are conducted on all applicants. Any applicant who attempts to secure housing with Management, and whose background check verifies a criminal record, shall forfeit his or her security deposit in full.

4. MANAGEMENT PROMISES: 1) that the premises and all common areas are fit for use as a residential premises; 2) to keep the premises in reasonable repair and make necessary repairs within a reasonable time after written notice by Resident except when a disrepair has been caused by the willful or negligent conduct of the Resident or his/her guests; 3) to maintain the premises in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the willful or negligent conduct of the Resident or his/her guests; and 4) to keep the common areas clean and in good repair.

5. RESIDENT PROMISES: 1) not to damage or misuse the premises or waste the utilities provided by Management or allow his/her guests to do so; 2) not to make any alterations or additions or remove any fixtures or to paint the premises without the consent of Management; 3) to keep the Apartment clean and tidy; 4) to cooperate with Management's efforts at pest control. This may include, among other things, Residents emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminators to enter and treat the Apartment; 5) **NOT TO ACT IN A LOUD, BOISTEROUS, UNRULY OR THOUGHTLESS MANNER WHICH DISTURBS THE RIGHTS OF OTHER RESIDENTS TO PEACE AND QUIET, OR TO ALLOW HIS GUESTS TO DO SO. THIS INCLUDES NO PARTIES, BEER KEGS, PARTY BALLS, DRUGS, OR EXCESSIVE ALCOHOL. IF A DISTURBANCE OCCURS, OR THE POLICE ARE CALLED, EACH RESIDENT PRESENT SHALL BE CHARGED A \$400.00 PENALTY PAYABLE IMMEDIATELY.** The entire security deposit may be forfeited, and owner or agent may evict Resident for violating terms or conditions of lease. Failure to comply with these violates City Ordinance Section 1050:10 and according to subd. #9, constitutes a material breach of the lease and serves as grounds for termination of this lease; 6) to use these premises only as a private residence, and not in any way that is unlawful or dangerous or which would cause a cancellation, restriction or increase in premium in Management's insurance; 7) not to use or store on or near the premises any flammable or explosive substance; 8) to provide written notice to Management of any necessary repairs to be made; 9) that the Apartment, common areas, or area surrounding the building will not be used by the Resident or by anyone acting under his/her control to (a) use, manufacture, sell, give away, barter, deliver, exchange, distribute, or (b) possess with intent to use, manufacture, sell, give away, barter, exchange, or distribute any illegal drugs.

I have read and understand the terms of this lease agreement.

INITIAL _____

I have received a copy of the Kent Housing Resident handbook.

INITIAL _____

I have read and understand the Crime free/drug free lease addendum.

INITIAL _____

I have read and signed the Criminal Background Check and Consent Form.

INITIAL _____

6. SERVICE CHARGE AND RETURNED CHECK CHARGE: Resident agrees to pay as additional rent the Service Charges stated on page one, for each payment paid after the first day of any month. Resident also agrees to pay a fee of \$25.00 for each check returned unpaid by the Resident's bank for any reason.

7. RESIDENTS RESPONSIBLE FOR ALL DEBTS: Residents are individually responsible for paying the rent and any other money due to Management under this lease or as a result of any violation of this lease.

8. PETS: Resident may not have animals or pets of any kind on the premises. Forfeiture of deposit as well as charges for damages may result.

9. WATERBEDS: Waterbeds and/or water-filled furniture are not allowed on the premises unless a permit is obtained and a \$30.00 fee is paid to Kent Housing.

10. MANagements RIGHT TO ENTER: Management and/or its authorized agents may enter the Apartment at any reasonable time to inspect the Apartment or make repairs, or to show the Apartment to prospective new residents or purchasers. Management will make a good faith effort to give reasonable notice of intent to enter unless immediate entry is necessary as set forth in Minn. Stat. §504B.211, Subd. 4.

11. DAMAGE OR INJURY TO RESIDENT OR HIS PROPERTY: Management is not responsible for any damage or injury that is done to Resident or Resident's property or to Resident's guests or their property that was not caused by a willful or negligent act of Management or failure of Management to act. Management recommends that Resident obtain renter's insurance for protection against any injury or damage that may occur.

12. ACTS OF THIRD PARTIES: Management is not responsible for actions, or any damages, injury or harm caused by third parties (such as other Residents, guests, intruders or trespassers) who are not in Management's control.

13. FAILURE TO GIVE POSSESSION: If Management cannot give possession of the Apartment to Resident on the date promised, Management will not be subject to any liability. Resident will not start paying rent until taking possession of the Apartment.

14. SUBLETTING/TRANSFER: Resident will not sublet the Apartment or any part of it, nor assign this lease without the written consent of Management. Sublet must meet all requirements including: Deposit, Parent Co-sign (or prepayment of the last two months rent in replacement of a parent co-sign), and First and last months pre-paid rent. Management will charge a \$100.00 relet (sublet) fee per lease signed if a sublet is approved. Management will charge a transfer fee of \$50.00 if Resident transfers to a different apartment within Management's buildings before this lease expires.

15. ABANDONMENT OR SURRENDER OF APARTMENT BEFORE TERMINATION OF THIS LEASE: Resident must pay the full rent every month during the lease and any extensions or renewals. Resident is responsible for rent and any other losses or costs if Resident abandons or gives up the Apartment early. If Resident wants to give up the Apartment, Resident must obtain written permission from Management.

16. REIMBURSEMENT BY RESIDENT: Resident agrees to reimburse Management promptly for any loss, property damage, and cost of repairs of service (including plumbing problems). Resident is responsible for damage from windows or doors left open. Resident agrees to pay all costs Management has because of abandonment of premises or other violations of lease by Resident, such as costs to re-rent Resident's Apartment. **MANAGEMENT MAY COLLECT ANY AMOUNT DUE FROM THE RESIDENT, INCLUDING LEGAL COSTS AND FEES AND COLLECTION COSTS AND FEES, IN COLLECTION OF UNPAID RENT, EVICTION PROCESSES OR ANY OTHER DEBT OR CHARGES.** These reimbursements are due when Management or its representative makes demand upon Resident. Management does not give up any rights to collect and failure or delay in demanding reimbursement, late payment charges, returned check charges, or other amounts owed Resident. Management may demand a payment at any time before or after Resident vacates the Apartment.

17. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE: If Resident stays in the Apartment after the ending date of the lease with the permission of Management and Resident and Management have not renewed this lease or entered into a new lease this lease will convert to month-to-month under its original terms and Management may raise the rent.

18. TERMINATION AND ALTERATION OF TERMS OF MONTH-TO MONTH LEASE: When the lease is month-to-month, Management and Resident agree that the notice required for either party to end the lease shall be in writing and at least equal to the notice period. A notice to cancel a lease is effective on the last day of a month. Management may change any of the terms of the lease, including the amount of rent, of a month to month lease by giving Resident written notice at least equal to the notice period.

19. VACATING: Resident agrees to move out of the Apartment on or before the last day of this lease or any renewal or extension of this lease. If Resident fails to move out by required date, resident will be liable to Management for any and all losses incurred by Management, including loss of rent, court costs and attorney's fees, and damages to subsequent renters. Resident agrees to leave the apartment in good condition except for ordinary wear and tear. Entire apartment must be cleaned, including stove, refrigerator defrosted, bathroom, closets, and cupboards. **A cleaning addendum will be mailed prior to lease end, which will outline residents cleaning responsibilities and potential costs.** Professional carpet cleaning will be charged to your security deposit.

20. DESTROYED OR UNFIT PREMISES: If the premises are destroyed or damaged so unfit to live in due to any cause, Management may cancel this lease immediately and may choose not to rebuild or restore the apartment. If the destruction was not Resident's fault or negligence and Management cancels this lease, rent shall be prorated and the balance will be refunded to Resident.

21. EVICTION: Resident may be evicted immediately and without prior notice for violating any of the terms of this lease. If Resident does not move out voluntarily when evicted, Management may take legal action to evict. If Management excuses Resident for a specific violation of a particular section of this lease and gives up the right to evict, Management may still evict for any other similar violation, or violation of any other section of the lease. Under state law, a lawful seizure from any Apartment of any illegal object or substance, including drugs, totaling at least \$1000 constitutes unlawful possession of the Apartment by the Resident. Management is required by state law to start or authorize an eviction action against Resident within 15 days of notice of the seizure.

22. DUTY TO PAY RENT AFTER EVICTION: If Resident is evicted for violating a term of this lease, Resident agrees to continue paying the full monthly rent until the lease ends or until the Apartment is re-rented. If apartment is re-rented for less, Resident will be responsible for the difference until the end of the lease.

23. LEASE IS SUBJECT TO MORTGAGE: This lease is subject to all present or future mortgages or trust deeds. Resident gives Management the authority to sign and deliver all documents necessary to subordinate this lease to any present or future mortgage or trust deed affecting the premises.

24. MANagements EXERCISE OF LEGAL RIGHTS AND REMEDIES: Management may use its legal rights and remedies in any combination. By using one or more of these rights or remedies Management does not give up the use of any other. By accepting rent, Management does not give up the right to evict Resident for any past or existing violation of any term of this Lease.

25. FALSE OR MISLEADING RENTAL APPLICATION: If Management determines that any oral or written statements made by Resident are not true or complete in any material way then Resident has violated the lease and Management may evict Resident immediately and without prior notice.

26. BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE; NO ORAL AGREEMENTS: Any attachments to this lease are part of this lease. **Resident Handbook and Cleaning Addendum are also part of this lease agreement** and will be furnished to me upon my request and/or upon moving in. Management can make reasonable changes in the building rules at any time by giving written notice to Resident. No oral agreements have been made.

27. NOTICES: Notices and demands delivered by Management to the Apartment is proper notice to all Residents, and are effective when delivered to the Apartment.

28. ENTERTAINMENT SYSTEMS: Any equipment that creates a noise level that is disturbing to other Residents and/or Management, may be required to be removed from the property immediately. (At Management's discretion)

29. VACANT NOT YET LEASED BEDROOMS: Resident understands that all empty/not yet leased bedrooms are the property of Management and must remain empty. If current residents are found to be using bedrooms not yet leased, they will be responsible for the rent for those bedrooms being used. Those not yet leased bedrooms can be rented at any time without notice or consent of current residents.