

# MBJ Development Corporation

1905 Stevens Ave So. • Suite B • Mpls, MN 55403  
(651) 777-3612

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

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This Lease Contract is between you, the undersigned Resident and Co-signer(s):

<<Tenants (Financially Responsible)>>

<<Co-Signer(s)>>

and us, the Owner/Agent:

<<Property Name>>

<<Property Address>>

You have agreed to rent the property located at:

<<Bed Name>>

<<Unit Address>>

for use as a private residence only. The terms "you" / "your" / "Tenant" / "Lessee" refer to all Residents and Co-signer listed above. The terms "we" / "us" / "our" / "Landlord" / "Lessor" / "Management" refer to the Owner/Agent listed.

The apartment and bedroom will be occupied exclusively by the Resident(s) listed above. The Owner/Agent must approve of any person(s) that are on the premises for longer than 48 consecutive hours.

Tenant insists and has made it known that he/she is a student or will be a student at an accredited school. Landlord has disclosed to the Tenant that Century Commons is licensed as a student housing property and the condition of this City License is that Tenant must take at least one credit per semester to live at the property. Tenant can take off one semester during his/her stay here and is not required to attend school during the summer. Tenant understand that failure to provide Landlord with proof of enrollment upon request is a material breach of this lease and is grounds for eviction. Tenant understands that he/she will be asked to vacate within two weeks if he/she does not meet the student requirement as set forth by the City of White Bear Lake.

### 1.2 LEASE DURATION

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The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>. The Landlord reserves the right to change the terms and condition of the tenancy at any time commencing with the ending date of this lease.

### 1.3 RENTS AND CHARGES

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Tenant shall pay a net:

<<Monthly Charges>>

per month for rent which is comprised of Unit rent, and parking/garage (if applicable). The first month's rent and/or prorated rent shall be due prior to move-in unless specified as other in writing by Landlord. In addition, you shall pay upon move in, the one time charges of: <<One-time Charges>>

Every month thereafter, Tenant must pay rent on or before the 1st day of each month.

Tenant shall pay online or with a check, cashier's check, or money order made payable to "MBJ Development Corp." at the Century Commons management office.

The following late fees will apply for payments made after the 1st day of the month:

<<Late Fee Rule>>. There will also be a \$50.00 administrative service fee added after the 9th day of the month if there is a delinquent balance over half of the monthly rent amount. Tenant acknowledges that the administration fee is not imposed as a late fee, but as payment to the Landlord to offset its administrative expenses and other costs in dealing with the unpaid rent and other monies not paid on time. The administrative fee shall in no way be deemed a late fee.

A charge of \$45 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Landlord by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If Tenant do not pay rent on time, he/she will be delinquent and all remedies under this Lease Contract will be authorized.

There shall be a \$15.00 processing fee added to each check, cashier's check, or money order tendered.

Landlord may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

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#### 1.4 SECURITY DEPOSIT

The total security deposit (performance deposit / damage deposit) at the time of execution of this Lease Contract for all Residents listed above is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed. Landlord will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to Tenant's performance of this Lease Contract, including, but not limited to: cleaning, repair of damages, unpaid rent, late fees, and returned check fees. The security deposit less any deductions will be returned pursuant to your lease and Minnesota Statute #504B.

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#### 1.5 UTILITIES

Landlord will pay for the following utilities:

<<Utilities Included>>

Tenant agrees to promptly pay all bills for utilities and services he/she is responsible for on the premises. Tenant agrees not to waste or abuse any utilities or services furnished by Landlord, or permit guests or others to do so. Windows must be kept in a closed position from November 1st to April 1st. During this time, the windows may be opened for a five-minute period of time to freshen the Apartment. If damage results from a window left open longer than this time, the Tenant will be responsible for the damage. Tenant may not interfere in any manner with the portion of either heating or lighting apparatus in the Apartment or building. Tenant agrees not to run the air conditioner between November 1st and April 1st.

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#### 1.6 INSURANCE

RENTER'S INSURANCE: Tenant agrees to purchase and maintain renter's insurance as it pertains to the Lease agreement between the parties that includes a minimum of \$50,000 in liability coverage, Tenants/Renters/Homeowners Insurance Form HO-4, with an insurance carrier duly licensed in the State of the location of the leased premises, during the entire term of this Lease and any subsequent periods to protect against injuries or property damage and rent loss. Tenant must purchase and provide Landlord with proof of renters insurance in accordance with the terms and conditions of this Lease in the form of a Certificate of Insurance. Failure to have and maintain insurance is a material violation of this Lease and grounds for an eviction action. Tenant agrees to list the Owner / Agent as loss payee on the insurance policy. If Landlord starts an eviction, Tenant cannot cure or stop the action by subsequently purchasing insurance. This requirement is in place to protect Landlord and the Owner. Tenant may bring no suit or claim against Landlord for a failure by another resident to have liability insurance that might compensate Tenant for damage or loss caused by another resident. Tenant is advised that Landlord's liability insurance does not protect Tenant or his/her personal property against loss or damage caused by loss or casualty or the wrongful acts of any third party, or provide Tenant with moving expenses or temporary lodging in the event of any accident or casualty that interrupts Tenant's use of the Apartment/Townhome or requires Tenant to vacate.

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#### 1.7 KEYS AND LOCKS

Tenant will be provided the following keys:

FOB, unit door key, bedroom door key, and mail box key.

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

All keys must be returned to us when you vacate the unit. Tenant will be charged for the cost of new locks and keys that are not returned after move out or lost during tenancy. Tenant shall not change the locks or add a deadbolt lock without the written permission of Landlord. There is a \$75.00 charge for bedroom and mail box key and \$100.00 for a lost FOB or apartment door key. A parking pass lost during tenancy or not returned upon move out shall incur a \$100 fee for replacement.

If Tenant is locked out of your apartment, and requires Landlord's staff to come out to let him/her in after hours a lockout charge of \$75.00 - \$150.00 shall apply.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
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## 2. Policies and Procedures

### 2.1 COMMUNITY POLICIES OR RULES

Tenant and all guests and occupants must comply with any written community rules and policies attached to this lease and made a part thereof by reference, including instructions for care of the building and any of Landlord's property. Any and all rules are considered part of this Lease Contract. Landlord may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community. The Century Commons Handbook, for all intent and purposes shall constitute an extension of / addenda to this lease.

Landlord shall have the right to fine Tenant for any and all violation of the Lease and/or community rules including but not limited to keeping an illegal pet, smoking in the premises, or having in or on the premises contraband items.

### 2.2 RESIDENT SAFETY AND PROPERTY LOSS

Tenant and all occupants and guests must exercise due care for his/her own safety and security, as well as the safety of others, especially in regards to the use of smoke detectors, keyed deadbolt locks, key-less deadbolts, window latches, and other security or safety devices. Tenant agree to make every effort to abide by the rules and guidelines in this Lease Contact.

#### **Casualty Loss**

Landlord is not liable to any Tenant, resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

#### **Smoke/CO Detectors**

The Unit is equipped with smoke and carbon monoxide detectors in accordance with State or local government regulations. Tenant must immediately report smoke-detector malfunctions to us. Neither Tenant nor others may disable smoke detectors. Tenant will be liable to others and Landlord for any loss, damage, or fines from fire, smoke, or water, if those conditions arise from disabling or damaging the smoke detector or from Tenant's failure to replace a dead battery or report malfunctions to Landlord. If Landlord discover that Tenant has removed, deactivated, or disabled a smoke detector, Tenant will be charged \$10.00 to reattach the smoke detector and \$85.00 or more to replace a damaged or missing smoke/CO detector.

#### **Safety and Crime Free**

Tenant or any guest or resident under his/her control, should not engage in any criminal activity in your Apartment, unit, bedroom, or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. Tenant should then contact Landlord's representative at the On Call number at 612.400.2974. Unless otherwise provided by law, Landlord is not liable to Tenant or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

### 2.3 PARKING

Parking is reserved for Tenant(s) only and use requires a permit. There is a monthly charge for a parking permit in addition to rent stated above. No guest parking is allowed in either parking lot. Tenant will park on the property at his/her own risk. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Landlord may have unauthorized or illegally parked vehicles towed away at the vehicle owner's expense. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes. Tenant agrees to cooperate with Landlord in scheduling snow remove and maintenance and Tenant understands that failure to remove his/her vehicle for plowing will result in the vehicle being towed away at the vehicle owner's expense. Landlord asks that Tenant make accommodations with the office if he/she intends on leaving a vehicle in the parking lot for an extended period of time while away on holiday.

Illegally parked vehicles will be towed away at the vehicle owner's expense. There is a third party towing company that patrols both parking lots. All vehicles without a valid parking permit will be towed away at the vehicle owner's expense if parked in either parking lot after normal business hours.

## 2.4 PETS

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Pets (including mammals, dogs, cats, reptiles, birds, fish, and insects) are not allowed. Tenant must remove an illegal animal immediately upon request, or Tenant will be considered in default of this Lease Contract.

If Tenant or any guest violates the above pet restrictions (with or without Tenant's knowledge), Tenant will be subject to additional charges such as a \$500.00 pet fee and additional rent, damages, eviction, and other remedies provided in this Lease Contract. If a pet has been in the apartment at any time during the term of occupancy (with or without Landlord's consent), Tenant will be charged for de-fleaing, deodorizing, and shampooing the unit.

## 2.5 LEAD PAINT DISCLOSURE

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Tenant acknowledges notification that Landlord is not aware of any lead-based paint hazard present in the building, and that there are no known records or reports pertaining to lead based paint hazard in the building which the Landlord is aware of.

## 2.6 COMMUNICATIONS

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Tenant acknowledges that email is the preferred method of contact and communications between Tenant and Landlord. Tenant acknowledges that he/she has been given the proper email address to reach Landlord and will provide Landlord with any changes in Tenant's email address. Emails sent to Tenant from Landlord, its staff, or any agents shall constitute proper notice.

By initialing below, you acknowledge and agree to the terms in Section 2.

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# 3. Responsibilities

## 3.1 TENANT PROMISES

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**3.TENANT PROMISES:** (a) Not to damage or misuse the premises, or allow Tenant's guests or other to do so; (b) Except with the prior written consent of Landlord not to make any alterations, additions, or improvements (including repainting or wallpapering) on the premises, remove any fixtures or appliance, change the existing locks on the premises, or drive nails, screws or other objects into or otherwise deface the ceilings, woodwork, or floors in the premises; (c) to continuously occupy the premises and keep clean and neat; (d) Not to permit any loud, boisterous, unruly, or thoughtless conduct on the premises so as to disturb the right of others to peace and quiet; (e) To use the 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 on insurance on the premises; (f) Not to use or store on or near the premises any inflammable or explosive substance; (g) To promptly notify Landlord in writing of any condition on the premises which requires repair, is dangerous to the health or safety of Tenant or others, or which may do damage to the premises or waste any utilities; (h) To promptly pay all rents, services charges, or other amounts when due and not to withhold rent for any cause; (I) Not to use or occupy the premises, (or permit any use) contrary to any applicable statute, rule, ordinance, order, or regulation, and to full comply with all of the same. Reasonable use of small nails (but not tape or adhesive) in the wall is permitted to hang pictures and decorations.

## 3.2 MISCELLANEOUS TENANT DUTIES

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Tenant agrees not to leave bottles, newspapers, packages, bicycles, sleds, or other property of the Tenants in the common hallways, stairs, basement or yard. The sidewalks, entrances, passages, basement, stairways, and halls may not be obstructed or used for any purpose other than entry to or exit from the Apartment. The areas outside the Apartment forming a part of the buildings, or grounds, may not be used in any way except as designated by Landlord for use in common by Tenants of the building. Tenant agrees not to smoke, eat, or consume alcoholic beverages in any common area of the property. Tenant agrees not to sit, loiter, or stand in or about any common area of the building or grounds.

## 3.3 TRASH REMOVAL

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All trash and recycling must be in bags and placed into the dumpster. Tenant will be charged \$35.00 and receive a lease violation for any bag or debris left in the hallway or anywhere outside of the dumpster. The dumpster is only for normal, every day household waste and no other material may be placed in the dumpster including furniture without prior written permission from Landlord.

### 3.4 CONDITION OF PREMISES AND ALTERATIONS

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Tenant accepts the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. Landlord disclaim all implied warranties. Tenant shall maintain the premises in clean and habitable condition throughout the tenancy. Tenant agrees not to alter, damage, or remove Landlord's property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. Tenant may not paint or make any permanent alteration without Landlord's written consent.

### 3.5 REQUESTS, REPAIRS, MALFUNCTIONS

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Tenant shall report any damage or problem immediately upon discovery otherwise may be held responsible for the cost. Landlord's complying with or responding to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this Lease Contract. Tenant must promptly notify Landlord in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or the health and safety of the Tenant or others. Landlord will respond in accordance with State law and the Lease Contract to repair or remedy the situation, as necessary. Landlord may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### 3.6 RIGHT OF ENTRY AND INSPECTIONS

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Landlord has the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise. For the purpose of this paragraph four hours advance notice shall constitute reasonable notice. Tenant's request for maintenance service also is considered reasonable notice for the purposes of this section.

### 3.7 MOVE-OUT

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**NOTICE PERIOD AND REQUIREMENTS.** Landlord and Tenant must give a two month plus one day advance notice (the notice) to the other party to terminate this Lease. This Lease cannot be terminated prior to the end of the lease term indicated above. If the Lease ending date is the last day of a calendar month, a notice to terminate the Lease is effective only if it includes the two month and one day advance notice, and is received by the end of the month and has as the termination date the last day of a calendar month. If the Lease expires mid-month, then a 60 days written notice is required. Even if this Lease becomes a "month-to-month" lease, Landlord and Tenant must give the aforementioned notice to terminate the lease. All notices by Tenant to Landlord must be in writing and delivered to the location where the rent is to be paid and is not valid until received by Landlord. Notice by Landlord to Tenant, for any reason, may be given by any of the following methods: (a) regular mail; (b) certified mail, return receipt requested; (c) personal delivery to any Tenant; (d) personal delivery at the Premises to any Occupant or (e) affixing the notice to the door of the Premises (f) email or text from the Landlord's secured Management Solution. The notice period stated herein of this Lease shall constitute the notice period required by Landlord and Tenant for all changes, deletion of parking, garage rental, (in on a month-to-month lease) or any other fees or services made part of the original Lease or added thereafter.

Surrender, abandonment, and eviction ends Tenant's right of possession for all purposes and gives Landlord the immediate right to: clean up, make repairs in, and re-let the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect Tenant's rights to property left in the apartment. Surrender, abandonment, and eviction do not affect Landlord's mitigation obligations.

#### **Cleaning**

Tenant must thoroughly clean the unit, including his/her bedroom, doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage room(s). If Tenant does not clean adequately, he/she will be liable for reasonable cleaning charges.

#### **Charges**

Tenant will be liable for the following charges (if applicable): unpaid rent; unpaid utilities; repairs; replacement cost of Landlord's property that was in or attached to the apartment and is missing or damaged such as bed rentals; non-returned keys; missing light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed re-letting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against Landlord for violation (by Tenant, other occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract. Tenant will also be charged Landlord's cost for extermination if it is discovered that the unit has become infested with bedbugs.

Tenant will be charged up to \$100.00 for painting of his/her bedroom and \$50.00 for carpet cleaning of the bedroom for a standard unit, and up to \$150.00 for painting and \$75.00 for carpet cleaning a deluxe bedroom (if applicable). Tenant will also be charged a pro-rated share of any cleaning or repairs to the common areas regardless if all roommates vacate when Tenant do or not. All Tenants and roommates residing in a unit are jointly responsible for cleaning the common area of a unit and regular housekeeping.

#### **Deposit Refund**

Landlord will return to Tenant the security deposit refund (less lawful deductions) and an itemized accounting of any deductions pursuant to the Lease and Minnesota Statute #504b.

### 3.8 AIR CONDITIONING

Tenant shall not install any air conditioner unit, refrigerator/freezer, or washer/dryer without Landlord's written permission.

### 3.9 INITIAL CONDITION

Tenant acknowledges having fully examined the premises and agrees that they are now satisfactory and in habitable and clean condition, and that there are no existing damages except as stated on the attached Move-in Inspection Report. Tenant is renting the Premises with the existing personal property, if any, and without any obligation or representation by Landlord to make any alteration, improvements, or repairs on the premises during the Lease term.

### 3.10 VACATING AND HOLDING OVER

Tenant agrees to vacate the Premises on or before 12:00pm (Noon) on the termination date of this Lease, or 12:00pm (Noon) on the termination date of any renewal, or extension as provided in this Lease. If Tenant fails to vacate at the required date and time, Tenant shall be liable to Landlord for any and all losses incurred by Landlord, such as loss of rent, court costs and attorney's fees in addition, Tenant agrees to pay a holding over fee of \$150.00 per hour for each and every hour, or portion thereof, that Tenant has not vacated the Premises after 12:00 (Noon) on the termination date.

### 3.11 DUTY TO PAY RENT AFTER EVICTION

If Tenant is evicted because Tenant violated a term of this Lease, Tenant must still pay the full monthly rent until; (a) the unit is re-rented, (b) the date the lease ends, or ( if the Lease is month-to-month, the next notice period ends. If the unit is re-rented for less than the rent due under this Lease, Tenant will be responsible for the difference until the Date this lease ends, or if the Leases is month-to-month, until the end of the next notice period.

### 3.12 TENANT REIMBURSEMENTS

Tenant agrees to reimburse Landlord promptly for any loss, damage, or cost of repairs, or service (including plumbing trouble, damage from windows or doors left open, or water damage) cause by negligence or improper use by Tenant, Tenant's agents, family, or guests. Tenant agrees to pay all costs incurred by Landlord incidental to any abandonment of the premises or other breach of the Lease by Tenant, such as costs incurred in attempting to re-rent the Premises, including advertising and other costs. Tenant agrees to pay for all of Landlord's attorney fees and costs resulting from any legal proceeding for eviction, unpaid rent, or any other debt or charge. These reimbursements are due when Landlord or its representatives make demand on Tenant. Landlord's failure or delay in demanding any of the reimbursements, services, or returned check charges, or other sums due from Tenant shall not be deemed a waiver; and Landlord may demand them at any time, whether before or after Tenant vacates premises. Tenant also agree to reimburse Landlord the entire cost of the extermination fees if it is discovered that the unit has become infested with bedbugs.

### 3.13 LANDLORD'S RIGHT TO TRANSFER

Tenant agrees that Landlord has the right during this lease to transfer Tenant to a different bedroom either within the same unit or a different unit of equal size and rent upon 48 hour advance notice to Tenant without any compensation due to Tenant.

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

### 4.1 SHORT TERM LEASE FEE

Tenant agrees to pay a \$300.00 short term lease fee for each month or portion thereof that Tenant resides in the Premises after the end of the Lease where Tenant and Co-signer have not signed the new Lease offered by Landlord, or tendered notice to vacate.

### 4.2 RELEASE FROM LEASE CONTRACT

Unless Tenant is entitled to terminate this Lease Contract, Tenant will not be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Tenant is allowed to buy out the Lease with the following terms: Tenant must give a written notice of at least one calendar month plus one day notice and pay rent for that month during the notice period. Tenant must also pay a fee equal to three month's worth of rent as liquidated damages if the Lease has (6) or more months until its expiration after notice to vacate has been given, or two month's equivalent of rent as liquidated damages if the Lease will expire in (5) or less months after the notice period as valuable consideration for releasing Tenant from the Lease. This will only be allowed if the account is current and all balances paid and the lease had not been violated or Tenant has had any lease violations.

Subletting is not allowed under any circumstances.

#### 4.3 RE-LEASE FEE

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Tenant agrees to pay to Landlord a fee Equivalent to three times the current monthly rent to re-rent the apartment due to Tenant vacating the apartment prematurely and without the Landlord's written consent. This fee offsets Landlord's costs of advertising, hiring of rental consultants, and administration costs to re-rent the apartment.

#### 4.4 DEFAULT BY RESIDENT

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Tenant will be in default if he/she or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that Tenant owes when due; Tenant or any guest or occupant violates the apartment rules, or fire, safety, health, criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; Tenant abandons the apartment; Tenant gives incorrect or false answers in rental application or provides false or fraudulent documentation requested by Landlord; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in Tenant's apartment; Tenant or any guest or occupant engages in any prohibited conduct; or Tenant or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If Tenant is in default for any reason, Landlord may file a suit for Lease Contract termination after giving you three (3) days written notice of Lease Contract termination. Such notice will state that Tenant's Lease Contract will terminate Three (3) days of his/her receipt of the notice, unless the breach is remedied within the two (3) day period. Tenant also agrees to pay to Landlord any fine, excessive use fees, or other fees incurred by Landlord for Tenant's violation of this lease, or any local, State, or Federal regulation, rule, or law.

##### **Other Remedies**

Landlord may report unpaid amounts to credit agencies. Upon Tenant's default and early move-out, Tenant will pay Landlord any amounts stated to be rental discounts, in addition to other sums due. Upon Tenant's default, Landlord has all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. Landlord may turn any returned checks over to law enforcement officials for prosecution according to law. Tenant and his/her guests may be trespassed from our property at our discretion if lawful.

#### 4.5 CONTRACT TERMINATION AND DISPUTE

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This Lease Contract may only be amended, waived, or terminated by Landlord's representatives in writing. Any oral promises, representations, or agreements by Landlord's representatives shall not be considered legally binding. No action or omission of Landlord's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Landlord's failure to enforce or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

##### **Waiver of Jury Trial**

To minimize legal expenses and, to the extent allowed by law, Tenant and Landlord agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

##### **Force Majeure**

Landlord shall be excused from performance of obligations if prevented from fulfilling such obligations by an act of God, acts of 3rd parties, flood, fire, earthquake, inclement weather, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond Landlord's control.

#### 4.6 PARTIAL PAYMENT OF RENT

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Landlord reserves the right to commence Unlawful Detainer Proceeding against Tenant for unpaid rent, even if partial payments of rent have been received for the month(s) cited in said proceedings.

#### 4.7 NO SMOKING POLICY

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Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant, guests, and members of Tenant's household shall not smoke, including e-cigs, hookah, and vaping, anywhere in the unit rented by Tenant, where the Tenant's dwelling is located, or in any of the common areas or adjoining grounds

of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Any Tenant, guest, or person under Tenant's control caught smoking will may be subject to eviction, lease violation, and fined by management \$200.00 as an infraction fee.

#### 4.8 ICE AND SNOW NOTICE

Landlord will make a good-faith effort to keep walkways and common areas in a reasonably safe condition by providing, at minimum, the snow and ice-related services required by law. Additional measures will be taken at the sole discretion of the Landlord. Landlord will provide Tenant a schedule of the time and manner in which measures or services are to be taken or provided, if any. Notwithstanding the foregoing, the accumulation of snow and ice on the walkways and common areas poses a known risk that may affect the condition of the property; requiring Tenants, and their guests, to use caution when traversing the property. By signing this agreement, Tenant hereby warrants that he/she has been put on notice of a known dangerous condition of the property created by the accumulation of new and ice on the walkways and common areas of the property, and Tenant, and their guests, will use the requisite level of caution and reasonable care when conducting activities on the property. Tenant further agrees to hold harmless Landlord for damages caused by Tenants failure to use the requisite level of caution and reasonable care when on the property. The snow and ice notice serves to put Tenants and their guests on notice of a possible dangerous condition.

#### WAIVER OF LIABILITY

Landlord will provide snow and ice management services to walkways and common areas as required by state law. Landlord will be sole determinant of the type and amount of additional snow and ice management services, if any, to be provided to the walkways and common areas of the property. In no event shall Landlord, his heirs, successors or assigns be held liability to Tenant, his/her heirs, assigns, invitees or licensees for damages to persons or property in connection with the snow and ice related services provided, regardless of any action or inaction on the part of the Landlord or his assigns, or failure, breakdown, malfunction or insufficiency of the services provided.

Nothing contained in this Lease will require Landlord to provide snow and ice management services to areas under the exclusive control of the Tenant, or additional services to common areas beyond those required by law. Tenant assumes all responsibility and liability for removal of snow and ice from areas under Tenant's exclusive control and hereby agrees to defend and indemnify Landlord, his successors and assigns in any action for damages arising from Tenant's failure to maintain those areas under Tenant's exclusive control.

Tenant further agrees to release, indemnify, defend, and forever discharge Landlord, his heirs, successors and assigns from all liability, claims, demands, damages, costs, expenses, actions and causes of action in respect to death, injury, loss or damage to property, third-parties, or a third party's property arising from negligence or any other conduct constituting less than gross negligence, recklessness, willful or wanton conduct, or international or illegal acts on the part of the Landlord or his assigns.

By initialing below, you acknowledge and agree to the terms in Section 4.

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## 5. Sign and Accept

### 5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.



X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

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Lessor

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