

Como Ave LLC- Lease Agreement

1522 Como Ave SE

Minneapolis, MN 55414

Tom: (612) 670-5211/ tom@besthouseoncampus.com

Grant (651) 210-7314/ grant@besthouseoncampus.com

BY THIS AGREEMENT made and entered into on _____, between Como Ave LLC, herein referred to as Lessor, and

1) _____ 2) _____

3) _____ 4) _____

5) _____, herein referred to as Lessee or Lessees. Lessor leases to Lessee the Premises situated at **XXXX XXth Ave SE.**, in the City of Minneapolis, County of Hennepin, State of Minnesota for a term of 12 months, to commence on September 1, 2017, and ending on August 29, 2018, at 12:00 p.m. (noon).

RENT. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per month in advance on the **1st day** of each calendar month beginning **Sept. 1, 2017** at **1522 Como Ave SE.**, City of Minneapolis, State of MN, or at such other place as Lessor may designate.

Form of Payment. ACH. ACH is an electronic payment. The Lessor’s financial institution has authority to debit the Lessee’s checking or savings account on the 1st of each month during the terms of this agreement. ACH payment is mandatory. If ACH is not available, the Lessee and Lessor in writing must agree to an alternative payment option. Alternative payment options may include: Cash, Money Order, and Check. All payments will be made payable to **Como Ave LLC**. ACH is the only form of partial payment allowed per tenant. ACH authorization forms including a voided check must be provided to Lessor prior to move in date. Partial rent will not be accepted.

Late Fee and Returned Check Fee. Lessee’s failure to make timely rent payment(s) will result in a \$50 late fee. Lessee shall also be responsible for any additional fees related to bank/administrative incurred by Lessor for any returned checks or ACH deposits. The returned transaction fee is \$35.00 per occurrence.

Security Deposit. On execution of this lease, Lessee shall deposit with Lessor Two Thousand Five Hundred Dollars (\$2,500.00), as a security and damage deposit. Lessor may use the security deposit to cover Lessee’s failure to pay rent or other money due to Lessor, and /or to return the property to its condition at the start of the tenancy except for ordinary wear and tear. Within the statutorily required period after the lease ends and Lessee gives Lessor a forwarding address, Lessor shall return the full security deposit or send a letter stating what was withheld and detailing the reason(s) therefore. Lessee’s security deposit will be credited back to their bank account on file via ACH minus any damages/maintenance.

Each Tenant Responsible For Rent. Each of the Lessee’s named in this Lease Agreement shall be jointly and severally liable for any and all money due to Lessor under this Lease; this amount shall not be proportionate to any share.

Utilities. All utilities are Lessee’s responsibility and must be transferred to Lessee’s names by September 1st. If Lessees fail to make this transfer, Lessor is authorized to transfer utilities to Lessee’s names, and Lessee’s will be charged a \$50 administrative fee. Utilities include: Xcel Energy, Center Point Energy, City of Minneapolis for Water, Sewer, Trash, and Recycling. Upon move out, lessees must provide Lessor proof of all utilities being paid in full as of August 29 (end of lease term).

Assignment & Subleasing. Unless otherwise agreed to in writing by both parties, Lessee shall not assign this lease, or sublet or grant any concession or license to use the Premises or any part thereof. Lessees may obtain a subletting form from the Lessor upon request, which must be signed by all tenants. The subletting Lessee shall be required to pay a \$250.00 sublease fee prior to approval. Consent by the Lessor to one assignment, subletting, concession, or license shall

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not be deemed to be consent to any subsequent assignment, subletting concession or license. An assignment, subletting, concession, or license without the prior written consent of the Lessors, or an assignment or subletting by operation of law, shall be void, and shall at Lessor's option, terminate this lease. Subletting/ Assignment must be a minimum of 3 months (full months only). Lessor shall hold Lessees security deposit throughout the term of the sublease.

Number of Occupants. Lessee shall also not allow any individual to reside in the house not listed on the lease, regardless of personal or familial relationship, for any more than 7 (seven) cumulative days during any 12 (twelve) month period or it is considered a material breach of this lease.

Evidence of Over-Occupancy. The following shall be evidence of over-occupancy: (1) Rent payments made by an individual other than one of the above-named tenants; (2) any utility bill held that is not held in the name of an above-named lessee; (3) any external evidence, i.e., non- lessee names listed on the mailbox, or other walls, doors, ect. of the property; (4) non-lessee names listed on voicemail; (5) any other evidence that may reasonably lead Lessor to believe that Lessees are in violation of applicable Housing and/ or Code Ordinances. Lessees may be given an opportunity to rebut evidence of over-occupancy. Lessor may require Lessees from time to time to sign a written statement that Premises is not occupied by any individual(s) not named in this Lease; failure to sign such written statement shall be considered a material breach of this lease.

Holdover By Lessees. Lessees must move out and release occupancy of the Unit no later than Noon on the ending date of this Lease. A surcharge of \$200.00 per hour may be imposed for holdover Lessees.

Vacating Premises. When moving out the Lessee shall do the following: (1) Completely vacate the Premises, including storage units, garage, and parking stalls; (2) Provide Lessor with forwarding address. This forwarding address is where all legal documents will be sent such as renters credit forms and security deposit returns; (3) Return to Lessor all keys and personal property issued to Lessee for Lessee's use. This includes, but is not limited to: garage door openers, shed keys, televisions and television remotes. If Lessee does not return any and all keys immediately after vacating the Premises, Lessor will charge the Lessee's all cost incurred, to secure locks and keys or rekey the premises.

Non-Renewing Lessees. Non-renewing lessees agree to allow Lessor access to Unit for tours and open houses. The Lessor will make every effort to give Lessees a 12 hour notice prior to scheduled showings/tours. The lessees agree to clean the unit and secure personal property. Lessor is not responsible for any loss or damage to lessee's personal property. Lessor may conduct these showings/tours and not require lessees to be present.

Change to Lease. Lessor and Lessee may change the terms of this Lease only in writing. Oral agreements between the Parties shall not be enforceable.

Lease Renewal. No Lease shall be automatically renewed. ALL Lessees must sign a new Lease with updated personal information. Failure to do so will result in the property being listed for rent to other perspective tenants. Security deposit can be transferred with Lessor's approval to new Lease.

Condition of Premises. Lessees stipulate that they have examined the property, including grounds and building, and that they are at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition. Lessees agree to accept the property in "as is" condition. Lessor will perform all maintenance and Lessees agree to perform all cleaning of the property. Lessees will maintain unit in good, safe, and healthy living conditions. Lessees shall also clean the entire home, including all appliances, bathrooms, walls, bedrooms, and fixtures at the end of this lease prior to vacating property to the same standard of cleanliness as when they received the premises.

Premises Inspection. Lessee has inspected the Premises and Lessee agrees to take the property in its as-is condition. Lessee agrees to complete a written condition report and return to the office within 24 hours of occupancy of their unit.

Failure to Deliver Premises. If Lessees are not given substantial possession of the Premises, at the beginning of the term of the lease, this shall not be a basis for damages, nor shall it affect the validity and other terms of the lease, and Lessees waive any rights of legal recourse. Lessor shall waive rental payments on a pro rate basis until Lessor can give Lessee substantial possession of the Premises.

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Duty to Notify Lessor of Damages to Premises. Lessees owe Lessor a duty to notify the lessor of any damage to the Premises, regardless of fault, natural wear and tear, or from circumstances beyond their control. The duty to notify of any damage to the Premises includes, but is not limited to, damage caused by water and faucet leaks, broken windows, broken doors, holes in walls, safety devices, fire damage, electrical problems, and leaks in the roof. Lessees shall be liable for any additional damage caused as a result of failing to notify Lessor of damages to Premises.

Each Lessee Responsible for Damages. Lessees shall be jointly and severally liable for all loss, cost, or damage (including plumbing or mechanicals) caused by the willful, negligent, or irresponsible conduct of Lessee or by a person under Lessee's control, direction, or invitation.

Damage or Injury to Lessee or Lessee's Property. Lessees agree to maintain separate renter's insurance policies. Lessees agree to not hold Lessor responsible for any theft, vandalism, or damages to any personal property during lease period. Lessor is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of the Lessor.

Alterations and Improvements. Unless otherwise agreed to in writing by both parties, Lessee shall make no alterations to the building, grounds, or rental unit. Lessee may not paint or perform minor decorating, without Lessor's approval.

Maintenance and Repair. Lessee will, at its own expense, keep and maintain the leased premises and appurtenances in good/ sanitary condition and repair during the term of this lease. When repairs/maintenance are required due to the Lessees misuse or negligence, the Lessee will notify the Lessor immediately. The Lessor will make the necessary repairs and invoice Lessees at an hourly rate of \$55. Invoice for repairs/maintenance will be due within 30 days of completed work. Lessee will replace any and all lightbulbs/ refrigerator water filters that burn out or break with like-kind replacements on or before the end of the lease.

Caring for Household Floors. Lessees must conduct regular cleaning and care of household floors including: Hardwood Floors, Ceramic Tile, Vinyl, and Carpet. Lessee shall have a working floor/carpet cleaner. Lessee shall be responsible for protecting floors from scratching, gouging, stains, tears, and scuffing. Lessee must take reasonable steps to protect the household floors including furniture pads for Hardwood Floor areas. Lessee shall reimburse Lessor for damages it/they cause to any floor beyond ordinary wear and tears. Lessor has the right to withhold all or a portion of Lessee's security deposit to pay for damages related to household floors.

Lessee Use of Premises. Lessees shall use Premises exclusively as a personal residence, and neither the Premises nor any part thereof shall be used at any time during the term of this lease for the carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Lessees shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised Premises, and the sidewalks connected thereto, during the term of this lease. Lessor retains the exclusive right to store in the basement, garage, or shed any tools, supplies, or other items used for the purposes of making ordinary and necessary repairs to the Premises.

Smoking. NO SMOKING! Lessees and their guests are not be permitted to smoke anywhere inside the Premises, or within 35 feet of the Premises. Lessees are responsible for any damage caused to woodwork, ceiling, carpet, walls or any damage attributed to smoking and/or fire related to smoking.

Possession or Distribution of Controlled Substances. Lessees agree not to manufacture, purchase, possess, sell, distribute or allow illegal drugs or controlled substances on the Premises. Lessees agree that the common areas or the surrounding property will not be used by the Lessees, agents, friends, or any other individual's under lessees' control, to manufacture, purchase, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance. Violation of this term is considered a material breach of this agreement.

Possession of Alcoholic Beverage Containers. Lessees are prohibited from possessing, storing, or otherwise using any keg, barrel, "party ball," vat, and/or any large receptacle that holds more than 1 gallon of any alcoholic beverage on the Premises. The manufacturing/brewing of any alcoholic beverages including the wine, spirits, or beer is strictly prohibited.

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Distribution of Alcoholic Beverages. Lessees agree not to manufacture, sell, or distribute alcoholic beverages on the Premises. Lessees agree that the common areas or surrounding property will not be used by the Lessees, agents, friends, or any individual's under Lessees' control, to manufacture, sell, give away, or distribute alcoholic beverages. Violation of this term is considered a material breach of this agreement.

Possession or Storage of Dangerous Materials. Lessees shall not keep or have on the leased Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased Premises or that might be considered hazardous or extra hazardous by any reasonable person.

Pets & Animals. Lessees shall not keep or maintain any domestic animals on or about the leased Premises. Unless otherwise agreed to by both parties in writing, the exclusion of animals shall include, but is not limited to, dogs, cats, mice and rats, birds, reptiles, insects, livestock, and fish. If a pet is approved in writing, there will be a \$500 non-refundable pet deposit due upon signing of lease. Lessees agrees to pay an additional \$100/month in rent if pet is approved in writing. At the end of the lease, Lessees agree to pay for a professional carpet cleaning for entire premises and furnace duct cleaning. A copy of a paid invoice will provide verification Lessees completed the duct cleaning and carpet cleaning by a licensed/professional contractor. If carpet cleaning and duct cleaning hasn't been completed by Lessees prior to move out date, Lessor will charge Lessee(s) for professional carpet cleaning and furnace duct cleaning. Lessees of unauthorized pets will be charged \$500 and pet(s) shall be removed immediately from Premises.

Miscellaneous Items Not Allowed. Waterbeds, Fish Tanks, Pool Tables. Charcoal grills on wooden deck or porch.

Windows & Draperies. Lessor will provide mini-blinds or curtains for the windows. Lessees may not remove or alter the window treatments in any way. Lessee will be responsible for any and all damage to the window treatments, walls, and trim.

Household Furniture. Lessees may not possess, store, use, or maintain any couches, chairs, refrigerators or similar household furniture items outside the roofed interior of the Premises. Such items may be removed by Lessor without notice or reimbursement, and Lessee may be charged a reasonable fee of \$150 for removal.

Display of Signs or Outdoor Banners. Lessees may not erect, place or otherwise establish any signs on the Premises, including signs posted in windows that are visible to the public, without the written consent of the Lessor. This prohibition shall not prevent Lessor and their agents from displaying a sign, including but not necessarily limited to, a "For Sale" or "For Rent" or "Vacancy" on Premises.

Locks. Lessee shall not add or change locks. At Lessee's request, Lessor will change the locks or have the lock cylinders re-keyed at Lessee's expense. If keys are lost or misplaced, at the sole expense of the lessee the house will be re-keyed and expenses related will be paid by Lessee and due within 30 days of invoice.

Vehicles. Lessee shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicles on blocks, or commercial truck on the Premises or on the common area, or curtilage of the Premises, except in a garage. Permitted vehicles shall be parked in designated areas only. Lessor may remove and store the offending vehicles. Lessee shall pay reasonable removal and storage expenses as additional Rent.

Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended or established. Lessor is not responsible for, nor does Lessor assume any liability for, damages caused by fire, theft, and casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. **Garage IS/ IS NOT included in the rent. _____ # of off-street parking spaces are included in rent.**

Parties and Noise Violations. Any violation of city ordinance resulting from the willful, negligent, or irresponsible conduct of Lessees or by a person under Lessee's control, direction, or invitation will result in a **\$500.00 Fine** to lessees listed on the Lease. Fine will be paid within 30 days by Lessees. This fine will be charged each time the Police are called out to the property for noisy and unruly assembly, or other issues. Lessor may contact and forward personal information to the University Office of Student Affairs.

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Cleaning at Conclusion of Lease/ Vacating Information. Upon completion of this lease, Lessees will leave the premises cleaned in compliance with the Lessor's cleaning checklist. This includes removing all belongings, trash, and debris from the premises. If in the Lessor's/ Management's opinion the premises are not cleaned to expectations, he/she may hire a cleaning service and charge the cost to the outgoing tenants. A minimum \$50 charge/ per Lessee will be withheld from security deposit for final detail cleaning. Necessary repairs related to damages incurred by Lessees will be billed at a rate of \$55/hour. Any detailed cleaning and excessive clean up left by Lessee at move out will be charged at an hourly rate of \$55/hour. These charges do not include City of Minneapolis charges for removal of trash and refuse which will be assessed to the Lessee as well. All utility bills must be paid in full at the end of this lease agreement.

Breach of Lease [Re-Entry Clause]. If Lessee materially breaches any provision within this Lease Agreement, Lessor may do one of the following: (1) Demand in writing Lessee immediately give up possession of the Premises. If Lessee does not give up possession, Lessor may bring an eviction action (Unlawful Detainer Action); (2) Demand in writing that Lessee give up possession of the Premises to Lessor at a certain date in the future. If Lessee does not give up possession on that date, Lessor may bring an eviction action (Unlawful Detainer Action). Lessor may accept rent for the period up to the date possession is to be transferred without giving up Lessor's right to evict; (3) Bring an eviction immediately against Lessees. (Unlawful Detainer Action.)

Duty to Pay Rent After Eviction or Surrender. Rent and any damage are due under this Lease even if Lessee surrenders the Premises or is evicted by Lessor.

Attorney's Fees & Costs. Lessees shall pay all reasonable Attorney fees and costs associated with the enforcement and/or breach of this Lease.

Misrepresentations. Any materially false statement made by either Lessor or Lessee to the other that induces the signing of this Lease is a material breach of this Lease.

Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by Lessors/current owners, and all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens and encumbrances.

Severability. If any part of this lease or any part of any provisions contained within this Lease shall be adjudicated to be void, invalid, or otherwise unenforceable, then the remaining provisions not specifically so adjudicated shall be executed and fully enforceable without reference to the part or portion of the other, insofar as the remaining provisions are capable of being executed and enforced.

Terms. Where appropriate, singular terms include the plural and plural terms include the singular.

Entire Agreement. Lessor and Lessees agree and stipulate that this Lease contains the entire and whole agreement, including all preliminary negotiations, between the parties. Any oral agreements and representations made between the parties shall be void and otherwise unenforceable. No oral agreements by either party have been made.

Notice. A Notice or demand mailed to any one of the Lessees named above is notice to all Lessees named in lease.

Radon Gas Disclosure. As required by law, (Lessor) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Lead Paint Disclosure. "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. Lessee has had the opportunity to review a copy of "Protect Your Family from Lead Based Paint" pamphlet.

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Lender Requirements. If any person or entity extending credit to the Lessor in connection with the property requires a change in this Lease, or any other form of documentation, Lessees agree, at the request of the Lessor, to promptly execute and deliver to the Lessor within 10 (ten) days either an Amendment to this Lease incorporating such required changes, or any other documentation, provided that the Lessee shall not be required to agree to any Amendments that would change the financial obligations of the Lessees, or otherwise materially modify the terms of this Lease. Lessee appoints Lessor as attorney-in-fact to sign such documents for any mortgagee.

Right to Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Lessor and his agents will try to provide a 12-24 hour notice to lessees if possible. Lessor will need access to change furnace filters.

Governing Laws. This agreement shall be governed, construed and interpreted by, through and under the Laws of the state of Minnesota.

Other Terms. Lessee is responsible for all Utility bills: CenterPoint, Xcel Energy, City of Minneapolis (water, trash, sewer, recycling). All utilities must be changed into Lessee name at move in date. Snow removal is the responsibility of the Lessee. Shovels will be provided by Lessor. Snow removal must be completed within 24 hours for city sidewalk and 48 hours for driveway, steps, sidewalk, porch, patio, and garage area. Lessee will be charged \$40 for snow removal per occurrence if Lessor has to complete. Lessees can pay for snow removal at an agreed upon fee and service provided by the choice of Lessor. **NO AIRBNB OR SHORT TERM RENTING OF ROOMS/HOUSE WILL BE ALLOWED. LESSEE(S) WILL BE FINED \$500 PER NIGHT PLUS ANY ADDITIONAL FEES/DAMAGES RELATED TO THE VIOLATION.**

In Witness Whereof, the parties have executed this lease the day and year first above written.

Lessor: Sign _____ Print: _____ Date: _____

1)Lessee: Sign _____ Print: _____ Date: _____

2)Lessee: Sign _____ Print: _____ Date: _____

3)Lessee: Sign _____ Print: _____ Date: _____

4)Lessee: Sign _____ Print: _____ Date: _____

5)Lessee: Sign _____ Print: _____ Date: _____

Parent/ Guardian Co-Signatures.

NOTE** Parent(s)/ Step-Parent/Guardians are only responsible for and guarantee their own child's/lessee's portion of rent by signing below.

1)Lessee: Sign _____ Print: _____ Date: _____

2)Lessee: Sign _____ Print: _____ Date: _____

3)Lessee: Sign _____ Print: _____ Date: _____

4)Lessee: Sign _____ Print: _____ Date: _____

5)Lessee: Sign _____ Print: _____ Date: _____

Initials: _____