

RESIDENTIAL LEASE AGREEMENT

BY THIS AGREEMENT made and entered into on **October 15th, 2009**,

between Alain BERTHELOT herein referred to as Lessor,

and Jean JOHNSON (DOB is **01/01/1900**)
and John JOHNSON (DOB is **01/01/1950**)

herein referred to as Lessee.

Lessor leases to Lessee the premises situated at 175 East County Road B2, in the City of Little Canada, County of Ramsey, State of Minnesota, MN 55117, and more particularly described as follows: Unit #**XXX** with parking stall #**XX**

together with all appurtenances, for a term of one (1) year,
- to commence on **January 1st, 2009**, and
- to end on **December 31st, 2009**, at 12.00 o'clock pm.

1. Terminology:

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

2. Rent:

Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of seven hundred and fifty Dollars (\$750.00) per month in advance on the 1st day of each calendar month beginning, **January 1st, 2009**, at 1004 South Robert Street, City of West Saint-Paul, State of Minnesota, MN 55118, or at such other place as Lessor may designate.

3. Terms:

The term of the lease agreement is: one (1) year,
- to commence on **January 1st, 2009**, and
- to end on **December 31st, 2009**, at 12.00 o'clock pm

This lease shall thereafter automatically renew at the end of each calendar month for one additional calendar month unless and until either party gives the other thirty (30) days prior written notice of termination.

4. Security Deposit:

A security deposit in the amount of seven hundred and fifty (\$750.00) dollars shall be paid by Lessee(s) at the time of their signing this lease. The security deposit will not gather interest. Within twenty-one days after Lessee(s) have vacated the premises, the Lessor shall return either all or a portion of said security deposit. If any portion of the security deposit is withheld, a written explanation will be provided to Lessee(s). Lessor may withhold from the deposit only amounts reasonably necessary:

- To remedy Lessee defaults in the payment of rent or of other funds due to the Lessor pursuant to an agreement,
- To restore the premises to their condition at the commencement of the Tenancy, ordinary wear and tear excepted.

Lessee's Liability is not limited to the amount of the security deposit. Lessee may not deduct the security deposit from the last month's rent.

5. Move-in fees:

A move-in fee of two hundred (\$200.00) dollars is due prior to move-in. One hundred (\$100.00) dollars of the move-in fee is a non-refundable charge to cover the cost of utilities (to program telephone, intercom,

Lessor's initials _____

Page 1 of 11

_____ Lessee's initials

56 ...) and other miscellaneous expenses of the Canabury Pond Association. Lessee who complies with the
57 established move-in procedures is entitled to apply for a refund of the balance of the move-in fee. The
58 balance, if any, will be refunded within ten (10) days following the next scheduled meeting of the board of
59 Directors.

60
61 **6. Payment method:**

62 Only checks and money orders are accepted. Payment titles must be labeled to "Alain Berthelot". Cash
63 will not be accepted.

64
65 **7. Rents Payable:**

66 All rents shall be paid to Lessor at the address given below for receipt of notices:

67 Alain Berthelot
68 18** East County Road E
69 White Bear Lake, MN 55110

70
71 **8. Rent increase:**

72 Lessor reserves the right to increase the rent on the subject premises during the extended period of time
73 upon thirty (30) days written notice, if required as a result of an increase in utilities, insurance, taxes,
74 association fees or other operating expenses.

75
76 **9. Who is responsible for the rent:**

77 If there is more than one resident on this lease, each resident is jointly and severally liable for each
78 provision of this lease. This means that each resident is individually responsible for paying the full amount
79 of the rent, fees and other charges to Lessor when due.

80
81 **10. Multiple Lessees:**

82 All notices made by Lessor to one of the Lessee are bidding upon all the Lessees. The amount of any
83 refund of a security deposit will be calculated without regard to which Lessee(s)' conduct resulted in a
84 charge and any refund due to lessee(s) will be by one payment jointly payable to all Lessees.

85
86 **11. Number of Occupants:**

87 Lessee agrees that the demised premises shall be occupied by no more than two (2) persons, consisting
88 of two (2) adults and zero (0) children under the age of 18 years, without the written consent of Lessor. If
89 Lessor, with written consent, authorizes additional persons to occupy the premises, the rent shall be
90 increased by one hundred dollars (\$100) per month for each additional person. Occupancy by Lessee's
91 guests staying over 7 days without Lessor's written consent, shall be in violation of this agreement and
92 the rent shall be immediately increased by one hundred and fifty dollars (\$100) per month for each
93 additional person. No names are permitted on mailboxes other than those that are listed on this lease
94 agreement.

95
96 **12. Late Charges:**

97 If Lessee(s) fail(s) to deliver such rent to Lessor on or before midnight of the fifth (5th) day after the due
98 date, then Lessee(s) shall pay the sum of one hundred (\$100.00) dollars as a late payment penalty. In
99 addition, if Lessee(s) rent check is returned by the bank, Lessee(s) shall pay a penalty of thirty five
100 (\$35.00) dollars, and, all service charges incurred by Lessor. After the second time a Lessee's check is
101 returned from the bank, Lessee must thereafter secure his/her payment with a cashier's check or money
102 order for the payment of the rent.

103
104 **13. Interest:**

105 Interest shall occur at the yearly rate of eight percent (8%) for any amount due to Lessor hereunder,
106 including but not limited to any expenses incurred by Lessor for cleaning, repair or maintenance, which
107 remain unpaid seven days after Lessor incurs the expenses or lessee vacates the premises, whichever is
108 earlier.

109
110 **14. Utilities:**

111 Lessee shall be responsible for arranging for and paying for all utility services required on the premises:
112 electricity, phone, DSL, cable, internet.

113
114 **15. Accounting method:**

115 All payments received by Lessor will be applied first toward any late fees and/or other additional charges,
116 then toward rent.

117
118 **16. Use of Premises:**

119 The demised premises shall be used and occupied by Lessee exclusively as a private single family
120 residence, and neither the premises nor any part thereof shall be used at any time during the term of this
121 lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any
122 purpose other than as a private single family residence. No licensed daycare or babysitting is allowed in
123 the unit. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate
124 governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises,
125 and the sidewalks connected thereto, during the term of this lease.

126
127 **17. Security devices:**

128 Lessees, occupants, and those presents with lessees shall not disable, disconnect, or remove batteries
129 from smoke detectors, as this will be considered a material of breach of the terms of this lease
130 agreement. Lessees will maintain all security and safety devices on the premise. This means replacing
131 any batteries or taking any actions necessary to maintain in good working and operating conditions all
132 security and safety devices. If lessees install additional security devices, Lessor must be given the keys,
133 codes and operating manuals of devices immediately.

134
135 **18. Condition of Premises:**

136 Lessee stipulates that he has examined the demised premises, including the grounds and all buildings
137 and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean,
138 and leaseable condition. Lessee acknowledges receipt of the furnishings listed below, and accepts the
139 premises and any such furnishings in the conditions as listed. If the Lessee(s) shall find the conditions
140 not as listed or the furnishings listed incorrectly, then lessee shall deliver to Lessor a written statement of
141 discrepancies within three (3) days after taking possession. Otherwise, it will be conclusively presumed
142 that the items and conditions are correct, and lessee will be responsible for all loss, breakage, burns and
143 other damage not designated.

<i>Item</i>	<i>Condition</i>
144 a. Refrigerator	Clean and used
145 b. Range	New
146 c. Dish Washer	Clean and used
147 d. Wall A/C	New
148 e. Windows and screens	All good - no broken
149 f. Doors and locks	Good
150 g. Lights	All fixtures in good shape
151 h. Carpet	Clean, no holes or cigarette burns
152 h. Walls	New paint, no holes in the wall
153 i. Kitchen cabinets	Clean and undamaged
154 j. Bathroom cabinets	Clean and undamaged

155
156
157
158 **19. Quiet Enjoyment:**

159 Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall
160 peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Lessee and
161 Lessee's family, guests and invitees shall not disturb, harass, annoy, imperil or otherwise interfere with
162 the peaceful enjoyment of other lessees in the building, the neighbors, Lessor, his agents or workmen.
163 Nor shall Lessee or Lessee's family, guests and invitees violate any law, ordinance, or health code, or
164 commit or permit waste or nuisance in or about the premises.

165
166 **20. Liability:**

167 Lessor shall not be liable for any loss of property by fire, burglary or otherwise from said premises or
168 building. Lessor also shall not be liable for any death or losses or accidental damages to person or
169 property or about the premises or building, or from pipes, plumbing, sprinklers or any electrical
170 connections thereof, or by any other causes whatever (theft, burglary, rape, assault, battery, arson,
171 mischief or other crime, vandalism, fire, smoke, water, lightening, rain, flood, water leaks, hail, ice, snow,
172 explosion, sonic boom, interruption of the utilities, electrical shock defect, latent defect in installations,
173 acts of other residents, unexplained phenomena, ...), and the Lessee(s) shall make no claim for any such
174 loss or damage. Lessor suggests, but not requires, that Lessee(s) obtain(s) its own renter's insurance to
175 protect against all the above and similar occurrences. Lessee agrees to purchase and maintain renters
176 insurance, with an insurance carrier duly licensed in the State of Minnesota, during the entire term of this
177 Lease and any subsequent periods to protect against injuries or property damage and rent loss. Lessee
178 will provide Lessor with valid certificate of insurance verifying coverage for the term of this Lease. Lessee
179 is ENCOURAGED to purchase their own liability and personal property insurance. The insurance carried
180 by the Canabury Pond Condominium Association does not cover personal property or personal liability.

181
182 **21. Acts of third parties:**

183 Lessor is not responsible for the actions or for any damages, injury or harm caused by third parties (such
184 as other residents, guests, intruders or trespassers) who are not under Lessor's control.

185
186 **22. Assignment and Subletting:**

187 Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any
188 concession or license to use the premises or any part thereof. A consent by Lessor to one assignment,
189 subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment,
190 subletting, concession, or license. An assignment, subletting, concession, or license without the prior
191 written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at
192 Lessor's option, terminate this lease.

193
194 **23. Alterations and Improvements:**

195 Lessee shall not make nor allow to be made any alterations to the buildings on the demised premises or
196 construct any building or make other improvements on the demised premises without the prior written
197 consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the
198 demised premises by Lessee, with the exception of fixtures removable without damage to the premises
199 and movable personal property, shall, unless otherwise provided by written agreement between Lessor
200 and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner
201 termination of this lease. All alterations must be in compliance with the requirements of all the codes of
202 the City of Little Canada. All contractors used to work on the alterations must be duly licensed in the state
203 of Minnesota and in the city of Little Canada. Alteration's material, installation, permit, license and any
204 other concepts related to are at Lessee's expense.

205
206 **24. Damage to Premises:**

207 If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due
208 to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be
209 promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during
210 which, and the extent to which, the leased premises may have been unlesseeable; but, if the leased
211 premises should be damaged other than by Lessee's negligence or willful act or that of his employee,
212 family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease
213 shall end and the rent shall be prorated up to the time of the damage.

214
215 **25. Appliances:**

216 The house is rented with the following appliances: Refrigerator, dishwasher and Stove. Other appliances
217 may be included in the rental property that are the sole responsibility of the Lessee to upkeep. The
218 Lessor will not be responsible for the upkeep of these appliances and does not warrant the condition of
219 these appliances. The above rental payment specifically EXCLUDES any appliances other than the
220 refrigerator, dishwasher and stove. Such appliances that are in the property are there solely at the
221 convenience of the Lessor, who assumes no responsibility for their operation. Any personal property
222 remaining on the Premises may be used by the Lessee, however Lessee assumes sole responsibility to

223 keep said personal property in working and/or operating condition, and agrees to return said personal
224 property to the Lessor at the termination of this Lease Agreement in the same or better condition,
225 reasonable wear excepted.
226

227 **26. Upkeep of the premises:**

228 Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon
229 termination of the tenancy shall surrender the premise to Lessor in as good condition as when received,
230 ordinary wear expected.
231

232 **27. Lock Policy:**

233 No additional locks will be installed on any door without the written permission of Lessor. Lessor will be
234 given duplicate keys for all locks so installed at the Lessee's expense, before they are installed.
235

236 **28. Keys:**

237 Lessee will be given the following keys:

- 238 a. **Two (2)** keys of the entrance of the building (also opens the underground parking door,
239 pool door, fitness room),
- 240 b. **Two (2)** keys of the mailbox,
- 241 c. **Two (2)** key of the apartment.

242 If any of the keys are not return to Lessor following termination of the lease, Lessee shall be charged fifty
243 dollars (\$50.00) for each occurrence.
244

245 **29. Plumbing and Electricity:**

246 Lessee agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or
247 any other matter in the sink drain or toilets. Lessee agrees to pay the ENTIRE AMOUNT on bills for all
248 sewer cleaning services resulting from clogged pipes/sewer back-up. Lessee must not overload electrical
249 circuits. Only two electrical operated items may be plugged in any electrical receptacle.
250

251 **30. Vehicle Policy:**

252 The Lessee agrees never to park or store a motor home, camper, trailer, boat, or any sort of recreational
253 vehicle on the premises and to park only automobiles only on the paved areas provided. Junk cars, cars
254 on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on property. Removal will
255 be at the expense of the Lessee. Lessee agrees that any vehicle parked on unpaved areas may be
256 towed and stored at Lessee expense. Lessee agrees to pay for any fines resulting from a summons
257 issued to Lessor resulting from improper parking. Lessee will be charged a three-hundred-fifty dollar
258 (\$350.00) court charge along with the cost of all other fines, if the Lessor is required to go to court. The
259 Lessee must follow rules and laws of the city Parking Department concerning parking. Lessee must
260 obtain all necessary parking permits and information for himself and guests. Lessor is not responsible for
261 Lessee's parking needs. Off street parking is not provided by Lessor, unless otherwise noted in this
262 agreement. No honking of car horns from the parking lot or street is allowed. No car work or car
263 maintenance is allowed in the underground parking or parking lot.
264

265 **31. Phone:**

266 Lessor will be given the phone number within two working days of installation and will be notified within
267 two working days of any future changes in the phone number.
268

269 **32. Dangerous Materials:**

270 Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or
271 explosive character that might unreasonably increase the danger of fire on the leased premises or that
272 might be considered hazardous or extra hazardous by any responsible insurance company.
273

274 **33. Waterbeds, liquid-filled furniture and aquariums:**

275 No liquid-filled furniture or aquariums may be kept on the premises.
276

277 **34. Balconies:**

278 No rugs shall be shaken on the fire escapes, balconies, walls or corridor. Dust, rubbish or litter may not
279 be swept from the unit into any of the halls or entryways of the building. Nothing may be placed or
280 permitted in the windows, doors or balconies which might fall or be blown away or which, in the judgment
281 of the Association would detract from the appearance of the building. Nothing may be hung on the outside
282 of the windows.

283
284 **35. Patio furniture:**

285 Only furniture which has been designed specifically for outdoor or patio use may be used on the
286 balconies. The balconies may not be used as storage areas or for the hanging of clothes, linens or
287 towels. Bicycles may not be kept on the balconies. No barbecuing on balconies or sundecks is allowed.
288

289 **36. Window coverings:**

290 Lessee agrees that Lessor is not responsible for providing any window curtains-or-shades. Windows in
291 the unit may not be covered with sheets or other materials which are not standard or generally accepted
292 curtains, drapes or shade material. Window coverings should be a neutral color from the outside.
293

294 **37. Recreational toys:**

295 No bicycles, rollerblades, skateboards or any other recreational toys are to be used in the common areas,
296 entryways, hallways, stairwells and corridors.
297

298 **38. Laundry room:**

299 Washers and dryers shall be used in the manner and at the times the Association directs. Laundry work
300 shall be done only in the room provided for such purposes. Lessor is not responsible for any damage to
301 clothes due to using the machines. Washers or dryers may not be kept in the unit.
302

303 **39. Right of Inspection:**

304 Lessor and its authorized agents, may enter the apartment at any reasonable time to inspect, improve,
305 maintain, or repair the apartment, or do other necessary work, or to show the apartment to potential new
306 lessees, buyers, lenders, appraisers, insurance agents, or other product or service providers. Lessee
307 shall not unreasonably deny access to, or withhold consent to enter the premises.

308 The Association and/or its authorized agents may enter the apartment in order to make emergency
309 repairs. If necessary, these parties may do so without notice to Lessee.

310 Lessor may enter by key, or other means if unauthorized locks have been installed. Costs incurred by
311 unauthorized locks are at Lessee's expense. However, in no event shall repair or replacement of locks
312 made by Lessor be deemed a waiver of Lessor's right to hold Lessee(s) liable therefore.
313

314 **40. Maintenance and Repair:**

315 Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and
316 sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee
317 shall keep the fixtures in the apartment or on or about the leased premises in good order and repair; keep
318 the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his
319 sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and
320 gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or
321 that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not
322 due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the
323 responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or
324 about the leased premises by Lessee or at his direction without the prior written consent of Lessor.
325

326 **41. Animals:**

327 Lessees may not keep, even temporarily, common apartment holds pets such as dogs, cats, bird, rodent,
328 reptiles or other pet or animal of any kind without Lessor's prior written consent. Lessor may charge and
329 collect ten dollars (\$10.00) per day per violation in addition to actual damages caused by the animal. The
330 presence of pet(s) shall constitute a material breach of this lease.

331 **Lessee represents that he/she has NO pets at this time.**

332
333 **42. Display of Signs:**

334 During the last thirty (30) days of this lease, Lessor or his agent shall have the privilege of displaying the
335 usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property
336 to prospective purchasers or Lessees.
337

338 **43. Subordination of Lease:**

339 This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior
340 to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances
341 made under any such liens or encumbrances, the interest payable on any such liens or encumbrances,
342 and any and all renewals or extensions of such liens or encumbrances.
343

344 **44. Holdover by Lessee:**

345 Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural
346 expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee
347 which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30)days'
348 written notice served by either Lessor or Lessee on the other party. Lessor may then raise the rent by
349 giving 30 days written notice to Lessee(s).
350

351 **45. Surrender of Premises:**

352 At the expiration of the lease term, or upon its earlier terminate, Lessee shall quit and surrender the
353 premises hereby demised in as good state and condition as they were at the commencement of this
354 lease, reasonable use and wear thereof and damages by the elements excepted. Lessee(s) shall move
355 out of premises on or before the date this lease ends. If Lessee(s) moves out after said date, Lessee(s)
356 shall be liable to Lessor for any and all resulting damages, including, but not limited to, lost rent, court
357 costs, and attorney fees.
358

359 **46. Moving Out Prior to End of Lease:**

360 If Lessee(s) move(s) out of premises prior to end of lease without specific written permission from Lessor,
361 Lessee(s) remain(s) liable for all rents due and owing to Lessor under the terms of this lease.
362

363 **47. Waiver:**

364 If Lessor fails to exercise any right under this agreement, or fails to demand strict compliance with its
365 terms, or accepts partial compliance, such failure or acceptance of partial compliance shall not be
366 deemed a waiver of any such rights or terms or right to full compliance. Lessor's acceptance of rent with
367 the knowledge that Lessee is in default as to any other terms of the lease shall not be deemed a waiver of
368 any such default.
369

370 **48. Notices:**

371 All notices required or given pursuant to this lease shall be in writing and served in accordance with state
372 law. Where notice requirements are not spelled out by law, notices shall be sent via first class mail to
373 Lesse at the address of these premises, to Lessor at the address for payment of rent, or by hand delivery
374 to any party.
375

376 **49. Default:**

377 Upon breach of this lease by Lessee(s), or Lessor, besides other rights and remedies he may have, shall
378 have all of the following remedies: The remedies provided the laws of the State of Minnesota.

- 379 a. The right by mailed or delivered notice to Lessee, to immediately terminate this lease.
- 380 b. The right, to enter the premises and take possession thereof pursuant to the laws of the State of
381 Minnesota; upon such entry, Lessor may take possession of no-exempt personal property of
382 Lessee(s) then found in the premises pursuant to the laws of the State of Minnesota.
- 383 c. It is further agreed that upon such default, lessor or his agents may enter premises and remove
384 any items of furniture, which have been supplied by Lessor.
- 385 d. The acceptance by Lessor of partial payment of rent due shall not constitute a waiver of any
386 rights of lessor not affect any notice of legal proceedings in unlawful detained therefore given
387 commenced.
- 388 e. Lessee(s) agree(s) pay all the expenses, including but not limited to attorney's fees by Lessor in
389 enforcing any of the terms of this lease, even if rent is paid after legal action is started.

390 If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if
391 any default is made in the performance of or compliance with any other term or condition hereof, the
392 lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and
393 remove all persons therefore.

394
395 **50. Abandonment:**

396 If at any time during the term of this lease Lessee abandons the demised premises or any part thereof,
397 Lessor may, at his option, enter the demised premises by any means without being liable for any
398 prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind
399 whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part
400 thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable
401 by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent
402 that would have been payable under this lease during the balance of the unexpired term, if this lease had
403 continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If
404 Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor
405 may consider any personal property belonging to Lessee and left on the premises to also have been
406 abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall
407 deem proper and is hereby relieved of all liability for doing so.

408
409 **51. Binding Effect:**

410 The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives,
411 and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

412
413 **52. False or Misleading Rental Application:**

414 If Lessor determines that any oral or written statement made by Lessee in the rental application or
415 otherwise are not true or complete in any way, then Lessee has violated this Lease and may be evicted.

416
417 **53. Attorneys Fees:**

418 If Lessor is reasonably forced to bring any legal action against Lessee, Lessee must pay Lessor's
419 reasonable attorneys fees and court costs.

420
421 **54. Recording of agreement:**

422 Lessee shall not record this Agreement on the Public Records of any public office. In the event that
423 Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and
424 Lessor shall be entitled to all rights and remedies that it has at law or in equity.

425
426 **55. Governing law:**

427 This Agreement shall be governed, construed and interpreted by, through and under the Laws of the
428 State of Minnesota.

429
430 **56. Lease is Subject to Mortgage:**

431 The apartment building may be mortgaged or may be subject to a contract for deed. Lessee agrees that
432 the rights of the holder of any present of future mortgage or contract for deed are superior to Lessee's
433 rights. For example, if a mortgage on the apartment building is foreclosed, the person who forecloses on
434 the apartment building may, at their option, terminate Lessee's Lease.

435
436 **57. Canabury Pond Association:**

437 The Primary Documents of the Canabury Pond Condominium Association are Part of the Lease. Any
438 attachments to this Lease are a part of this Lease. If a term of any attachment conflicts with any term of
439 this Lease, the attachment term will be controlling. The Declaration, the Bylaws, and the Rules and
440 Regulations of Canabury Pond Condominium Association are a part of this lease, and are subject to be
441 changed at anytime. VIOLATIONS OF THESE DOCUMENTS ARE A VIOLATION OF THIS LEASE. This
442 Lease and its attachments and any other written agreements are the entire agreement between Lessee
443 and Lessor. There are no oral agreements.

444
445 **58. Compliance with Laws, Ordinances and Statutes:**

446 Lessee(s), occupant(s), guest(s) or others present at the Premise, must comply with all laws, ordinances,
447 statutes and codes of the City of Little Canada and of the state of Minnesota, Minn. Stat. Ann. §§
448 504B.001 to 504B.471, and other, such as:

- 449 a. Minnesota Statutes, Sections 609.75 through 609.76, which prohibit gambling;
- 450 b. Minnesota Statutes, Section 609.321 through 609.324, which prohibits prostitution and acts
451 relating thereto;
- 452 c. Minnesota Statutes, Sections 152.01 through 152.025, and Section 152.027, Subdivisions 1
453 and 2, which prohibit the unlawful sale or possession of controlled substances;
- 454 d. Minnesota Statutes, Section 340A.401, which prohibits the unlawful sale of alcoholic
455 beverages;
- 456 e. Section 389.65 of this Code, which prohibits noisy assemblies;
- 457 f. Minnesota Statutes, Sections 97B.021, 97B.045, 609.66 through 609.67 and 624.712 through
458 624.716, and section 393.40, 393.50, 393.70, 393.80, 393.90 and 393.150 of the Code,
459 which prohibit the unlawful possession, transportation, sale or use of a weapon;
- 460 g. Minnesota Statutes, Section 609.72, and Section 385.90 of this Code, which prohibit
461 disorderly conduct, when the violation disturbs the peace and quiet of the occupants of at
462 least one (1) unit on the premises or other premises, other than the unit occupied by the
463 person(s) committing the violation.

464 A violation of any local laws, ordinances or policies is considered a material breach of this lease. Lessee
465 shall also comply with all federal provisions and authorities now in force, or which hereafter be in force,
466 pertaining to the use of the premises and their surroundings.

467
468 **59. Communities' policies:**

469 Lessee(s), occupant(s), guest(s) or others present at the Premise, must comply with all written an verbal
470 Community policies which are made a part of this lease agreement. Lessor may make reasonable policy
471 changes that apply to Lessee(s) by delivering them to Lessee(s) in writing. All policy changes are
472 effective immediately and are part of this lease agreement. A violation of any community policy is
473 considered a material breach of this lease.

474
475 **60. Illegal activities:**

476 Lessee(s) and Lessee's family, guest(s), occupant(s), invitee(s), resident(s), any members of the
477 resident's household, or other person under the resident's control, shall not engage in criminal activity,
478 including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity"
479 means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell,
480 distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21
481 U.S.C. 802]). Lessee(s) and Lessee's family, guest(s), occupant(s), invitee(s), resident(s), any members
482 of the resident's household, or other person under the resident's control, shall not engage in any act
483 intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
484 Lessee(s) and Lessee's family, guest(s), occupant(s), invitee(s), resident(s), any members of the
485 resident's household, or other person under the resident's control will not permit the residence to be used
486 for, or to facilitate criminal activity, including drug-related criminal activity regardless of whether the
487 individual engaging in such activity is a member of the household, or a guest. Lessee(s) and Lessee's
488 family, guest(s), occupant(s), invitee(s), resident(s), any members of the resident's household, or other
489 person under the resident's control, shall not engage in the unlawful manufacturing, selling, using, storing,
490 keeping, or giving of a controlled substance at any location, whether on or near the residence or
491 otherwise. Lessee(s) and Lessee's family, guest(s), occupant(s), invitee(s), resident(s), any members of
492 the resident's household, or other person under the resident's control, shall not engage in any criminal
493 activity, including prostitution, criminal street gang activity, threatening, intimidating, or assaultive
494 behavior including but not limited to the unlawful discharge of firearms, on or near the residence
495 premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare
496 of the landlord, his agent or other residents and/or involving imminent or actual serious property damage.
497 It is understood and agreed that a single violation shall be good cause for termination of this lease.

498 Violation of the above provisions shall be a material and irreparable violation of the lease agreement and
499 a good cause for **immediate termination** of the tenancy. Unless otherwise provided by law, proof of
500 violation shall not require criminal conviction, but shall be by the **preponderance of the evidence**.
501

502 **61. Duty to pay after eviction:**

503 If Lessee is evicted because Lessee violated a term of the lease agreement, Lessee must still pay the full
504 monthly rent until:

- 505 1) the apartment is re-rented;
- 506 2) the date this lease ends;
- 507 3) if the lease is month-to-month, the next notice period ends.

508 If the premise is re-rented for less than the rent due under this lease, Lessee will be responsible for the
509 difference until the date this lease ends or, if the Lease is month-to-month, until the end of the next
510 period.
511

512 **62. Personal property secures the payment of the rent or any amount due to Lessor:**

513 Lessor has a security interest in the Resident's personal property including all tools, household goods and
514 furniture located in the premise or any storage areas rented from Lessee to secure the payment of all
515 amounts due to Lessor under this Lease. Lessor shall have the right to enforce this security interest in
516 accordance with the Uniform Commercial Code whenever Lessee fails to pay any amount due under the
517 terms of this Lease.
518

519 **63. House rules:**

520 Lessee and Lessee's family, guests and invitees shall abide by all written house, pool, laundry and other
521 rules which are hereby incorporated by reference and form a part of this agreement.
522

523 **64. Security not promised:**

524 Notwithstanding whatever measures Lessor may take to maintain or improve the security of the premises,
525 the parties hereby expressly acknowledge that the premises are not to be considered a security building
526 which would subject Lessor to a higher degree of care.
527

528 **65. Non smoking premises:**

529 Smoking is absolutely forbidden in these premises. Smoking is allowed in other units, and tobacco
530 smoke from those units may drift into the unit that is the subject of this Agreement. By signing below,
531 Lessee acknowledges having been informed that tobacco smoke may drift into the unit that is the subject
532 of this Agreement. Lessee hereby waives any right to a cause of action for nuisance related to smoking
533 units.
534

535 **66. Radon Gas Disclosure:**

536 As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring
537 radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health
538 risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines
539 have been found in buildings in every state. Additional information regarding radon and radon testing may
540 be obtained from your county public health unit.
541

542 **67. Lead Paint Disclosure:**

543 "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was
544 built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that
545 may place young children at risk of developing lead poisoning. Lead poisoning in young children may
546 produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
547 behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant
548 women.

549 The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with
550 any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's
551 possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or
552 inspection for possible lead-based paint hazards is recommended prior to purchase."

553 Lessor has no knowledge of lead-based paint or lead-based paint hazards in the premises. Lessor has no
554 reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises.
555

556 **68. Failure to Give Possession:**

557 If Lessor cannot provide the premise to lessee(s) at the start of this lease agreement, or, if the premise is
558 destroyed or damaged so that it is unfit to occupy due to any cause, for any reason, and regardless of
559 which party may be at fault, Lessor will not be in default and Lessee(s) cannot sue Lessor for any
560 resulting damages. Lessor may cancel this lease agreement immediately and may choose not rebuild or
561 restore the premise. Lessee(s) shall not start paying rent until Lessee(s) gets possession of the premises.
562

563 **69. Other Terms:**

564
565 **70. Lessee's acknowledgment:**

566 Lessee(s) acknowledge(s) that the Lessee(s) has(ve) this agreement, and has(ve) not relied upon any
567 oral provisions or warranties made by the Lessor or any of its agents and that has(ve) received an
568 executed copy of this agreement. In addition, if this agreement is not sign by all parties refereed to herein
569 as Lessee(s), the one signing warrants that he or she has the express authority to sign for the other.
570

571
572
573
574 **IN WITNESS WHEREOF**, the parties have executed this lease the day and year first above written.
575

576
577 Lessor: _____

578
579 Date Signed: _____

580
581
582
583 Lessee: _____

584
585 Lessee: _____

586
587 Date Signed: _____