

APARTMENT LEASE

TERMS AND CONDITIONS

1. DEFINITIONS: In the Lease, "Owner" means the Owner of the Apartment Community and anyone working for the Owner or acting on the Owner's behalf. "Resident" means the adult(s) who have signed this Lease. "Apartment" includes any and all items identified on page 1 and common areas.

2. ACCEPTANCE OF RESIDENT AND POSSESSION: Resident has submitted to Owner a written rental application and Owner has relied upon Resident's oral statements and the information contained in the application to be true and correct. If the information is at any time determined to be incorrect, misleading, or false, Resident may be evicted (see paragraph 23). If Owner cannot make the Apartment available for move-in on the move-in date on page 1, Resident cannot sue Owner for any resulting expense or inconvenience experienced by Resident. Resident will not have to pay rent for the days the Apartment is not available due to the Owner's failure to make the Apartment available on the move-in date. If Owner is able to make the Apartment available to Resident within one week from the move-in date, or if Owner can make an alternative apartment available within that time, then this Lease shall remain in full force and effect. If no apartment can be made available within such one week period, then this Lease shall be terminated and neither party shall have any liability to the other except for Owner's return of any advance rents or deposits paid.

3. RENTAL OF THE APARTMENT: By this Lease, Resident rents from the Owner the Apartment and other items identified on the Apartment Lease Data Page 1 or Addendums that may be signed from time-to-time. If Resident occupies an apartment different from these, this Lease including any Deposits apply.

4. CONDITION OF THE APARTMENT: It is the responsibility of the Resident to inspect the Apartment prior to move-in. If within 3 days of taking possession, Resident does not provide Owner with a completed and signed Move-In Inspection form disclosing damages or deficiencies, it is agreed that Resident accepts the Apartment in its existing condition with no damages or deficiencies. The approval of any one Resident as to the condition of the Apartment at move-in or move-out will be relied on by the Owner as constituting the approval of all Residents who sign the Lease.

The Owner will keep the Apartment in good repair. The Resident will be responsible for any damages that are caused by: (a) the Resident; (b) others listed on page 1; (c) Resident's family members, guests, or other persons coming to the Apartment because of Resident's occupancy, or (d) pets/animals. This includes damages caused by personal property owned by the same.

5. PAYMENT OF RENT AND CHECK DISCLOSURE: The Resident must pay the Owner in advance the monthly rent identified on page 1 on or before the first day of each month. This rent is to be paid as identified on page 1 or wherever the Owner directs. Personal checks for rent payment will not be accepted after the 7th day of the month. Personal checks may also be refused if Resident has tendered one or more NSF or dishonored checks. When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. Any Resident who does not wish to have personal checks converted to ACH ARC payments can request information for opt out instructions. However, Residents making an opt out request may be required to pay monthly rent in the form of a third party money order or cashiers check. The full monthly rent must be paid even if the Resident believes that maintenance work is needed. Acceptance of partial payment of rent, whether current or past due amounts, does not waive Owner's right to start an eviction action or to continue one that has already been started.

6. FEES AND OTHER CHARGES: If the Resident does not pay the rent before the fourth day of the month, the Owner will charge a late fee as identified on page 1. Resident will also pay a fee as shown on page 1 for each NSF check or the maximum allowed by Minnesota Statute § 332.50, whichever is lesser. In the case that a legal action (eviction) is necessary in order to recover possession of the premises, Resident(s) shall pay all expenses incurred, including sheriff's fees, court costs, court filing fees, and attorneys' fees. Resident shall further be responsible for all other legal fees, court costs and disbursements, and fees or percentages charged any collection agent or firm that is used by Owner or agent to enforce its rights under this Lease. Owner shall be

entitled to bill and collect from Resident its actual costs and attorneys' fees paid, whether or not a court case or collection action has been filed. If a court action, including an eviction action is brought to enforce the terms of this Lease, the prevailing party may recover reasonable attorneys' fees, but only to the extent that such party has actually paid attorneys' fees and is seeking a reimbursement. Resident shall pay any legal fees, court costs and other fees owed before paying rent for any given month. If Resident is evicted because Resident violated a term of this Lease, Resident must still pay the full monthly rent until the Apartment is re-rented or the date this Lease ends. Owner may alternatively collect as Liquidated Damages the sum of two months rent. See paragraph 24. All amounts of rent, or other damages or fees, owed by Resident to Owner but not paid when due or on demand shall bear interest at the rate of 8% per annum.

7. EACH RESIDENT RESPONSIBLE: Each Resident who signs this Lease and/or Addendum(s) to Lease is responsible for all of the obligations under this Lease and/or Addendum(s). In other words, each Resident alone may be held responsible for all of the obligations under this Lease.

8. RESIDENT PROMISES: Only the Resident and Other(s) listed on page 1 may live in the Apartment. Persons not listed as Residents may only live in the Apartment with Owner's written consent, which consent may be conditioned on such persons being screened and signing this Lease as additional Residents. Only person(s) identified as Resident on page 1 shall be issued Certificates of Rent Paid by Owner per Minnesota statutes. The Resident agrees:

- a. To use the Apartment only for residential purposes.
- b. Not to use the Apartment for any purpose that might threaten the safety of the building or other Resident(s) or any employee or representative of Owner.
- c. To comply with all Apartment Community Rules.
- d. Not to disturb other Residents or Owner or Owner's agents.
- e. Not to allow dangerous and illegal activities.
- f. To keep the Apartment clean and not to waste or misuse any utilities, appliances or part of the Apartment or Common Areas.
- g. Not to allow animals in the Apartment unless otherwise agreed in writing by the Owner.
- h. To notify Owner in writing of any conditions that may cause injury, require repair, or affect the habitability of the Apartment.
- i. During the term of the Lease and when Resident moves out, to pay for any and all damages other than reasonable wear and tear including but not limited to costs incurred to eliminate tobacco, food or pet odors.
- j. Not to have excessive numbers of visitors or frequent visitors.
- k. To obtain and maintain a current Renter's Insurance Policy.
- l. To comply with all recycling requirements as they may be set by the Owner or by law from time to time throughout the Lease.
- m. To conserve utilities furnished by the Owner. Resident shall promptly pay, and maintain continuous service, for all utilities and services to be paid for by Resident under this Lease. Failure to pay any utility, or a notice of shut off of any utility, is a breach of this Lease. This obligation shall extend to any garbage collection, recycling, or other monthly service that is Resident's responsibility under the Lease. All utility costs are Resident's responsibility under the Lease for the full term of the Lease.
- n. To pay for any and all painting, cleaning and shampooing costs if occupancy is less than a six month period.

- o. Not to use or store, generate or dispose of on or near the Apartment or any garage or storage locker any flammable, explosive, or environmentally hazardous substance.
- p. Not to interfere in the management and operation of the Apartment community.
- q. Not to keep a waterbed or other water filled furniture in the Apartment without the prior written consent of Owner.
- r. Not to use the Apartment, common areas, or areas surrounding the Apartment to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess any illegal drugs, controlled substances that are not held with a prescription in the name of Resident, or drug paraphernalia.
- s. Not to engage in any nuisance or disturbance activity that could jeopardize, or result in any notice given to Owner, under any local rental license ordinance.
- t. Resident acknowledges that any unlawful activity under Minnesota Statute Section 504B.171 will void the Resident's right to possession of the Apartment and is grounds for an automatic eviction.

Violation of any of the above agreements by Resident, Resident's family members, guests, or any third person at Resident's Apartment or coming to the Apartment because of Resident's tenancy may be grounds for eviction.

9. NO ALTERATIONS: Unless the Resident receives written consent from the Owner, the

Resident agrees:

- a. Not to change any part of the Apartment, Building or Common Area.
- b. Not to use or install any privately owned washers, dryers, heaters, air conditioning or antenna system.
- c. Not to repaint, wallpaper or alter the Apartment or use any glue or adhesive.
- d. Not to modify or decorate any patio or balcony that may be part of Resident's Apartment.
- e. No electric cords, wires or cables may be run from the Apartment to any outside area.

Any changes that are made by the Resident will become the property of the Owner when the Resident moves out. The owner may, however, direct the Resident to remove them and/or restore the Apartment to its original condition at the Resident's expense.

10. ANTENNAS AND SATELLITE DISHES. Antennas, satellite dishes, and similar reception devices may not be installed on any portion of the Apartment premises, without first obtaining Owner's written consent. To obtain rules regarding the installation of satellite dishes or antennas and requirements for Owner's consent, contact the office. Antennas, satellite dishes, and similar reception devices may never be installed in Common Areas.

11. FIRE PROTECTION AND DETECTION DEVICES: Each Apartment is equipped with a smoke detector. Some Apartments may be equipped with one or more carbon monoxide detectors. It is the responsibility of the Resident to test the smoke detector and any carbon monoxide detectors to ensure that each detector operates properly. At the time the Apartment is rented, Owner tests each detector. For detectors requiring a battery, periodic testing, inspection, and battery installation is performed by Owner. It is Residents responsibility to periodically test any battery and replace any battery, or notify Owner's management office, if any detector does not test as working during the term of the Lease or if any detector indicates that battery is low. Owner assumes no responsibility if any detector is not maintained by Resident. It is a lease violation and grounds for eviction if any smoke detector is disconnected or otherwise made inoperable by Resident.

12. ACCESS MATERIALS AND LOCKS: Each Resident will be furnished with keys or access materials such as FOBs or access cards to the Apartment, mail boxes, garages (where applicable) and the community. If a Resident fails to return all keys and other access materials upon move-out, the Resident agrees to pay the Owner for replacement or other rekeying/reprogramming expenses. The Resident is not permitted to change the locks without first obtaining the written consent of the Owner and must furnish the Owner with keys for any changed locks. Resident will be charged for any additional keys, replacement keys or any other additional or replaced access materials. If it is necessary for Owner to replace or reprogram locks or access systems, Resident agrees to pay these charges. Owner will advise Resident upon request of the current charges for lock replacement and additional keys and/or access materials.

13. MOLD AND MILDEW PREVENTION AND PRECAUTIONS: Mold, mildew, and fungi are common elements found throughout the indoor and outdoor environment. The presence of these substances in indoor and outdoor air, on the ground, and in soil is common and is not a source of problem or injury to most healthy people. However, certain conditions can permit mold, mildew, and fungi to grow in a way where they could be injurious to individuals or to building materials. It is the responsibility of every resident to maintain the unit so as to provide appropriate climate control, and cleanliness standards, so as to retard and prevent mold and mildew from accumulating in the unit. Undesirable mold, mildew, and fungi growth is associated with excess water accumulation, dampness, humidity, and impediment to airflow. Resident agrees to clean and dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation, or air conditioning ducts in the unit. Window coverings should permit ample airflow between the glass and air. Resident agrees to immediately report to Management (i) any evidence of a water leak or excessive moisture in the unit, as well as in any storage room, garage, or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air conditioning system in the unit; and (iv) any inoperable doors or windows. Resident will be responsible for any damage to the unit or Resident's property, as well as injury to Resident and members of Resident's household, resulting from a failure to comply with this paragraph.

14. PEST CONTROL: Owner will periodically supply pest control in the Apartment. Resident will cooperate with Owner's pest control requirements including following any directions for treatment preparation. This may include, among other things, Resident emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminators to enter and treat the Apartment. If Owner identifies any materials in Resident's Apartment as a source of a pest problem, Owner may require Resident, to treat, at Resident's expense, cover or dispose of such items as recommended by Owner's exterminators. Resident has a duty to immediately notify Management of any potential or suspected pest problem. The Apartment Community Rules contain additional and essential requirements about Resident's obligations to assist in Owner's pest control efforts.

15. OWNER'S RIGHT TO ENTER THE APARTMENT: Owner, and its authorized staff, vendors, and agents, may enter the Apartment at any reasonable time to inspect, maintain or repair the Apartment, or to do other necessary work, or to show the Apartment to lenders, insurance companies, to cooperate with law enforcement officials and inspectors, or to potential new residents or buyers. Owner acknowledges Resident's rights under the Tenants Right to Privacy statute which provides Owner shall make a good faith effort to give Resident reasonable advance notice under the circumstances of Owner's intent to enter, subject to the exception set forth in the statute. If Owner enters without prior notice and when the Resident is not present, Owner shall disclose the entry by placing a written disclosure of the entry in a conspicuous place on the premises. A request by Resident for work, repairs, or service at the Apartment shall constitute notice to Resident that Owner intends to enter the property for purposes of responding to such request.

16. MOVING OUT: Before moving out, the Resident must give the Owner written notice 59 days prior to the Lease expiration date shown on page 1. Provided, however, that written notice may not be given by Resident for a move-out date during the months of November, December, or January. The check-out time for any move-out is on or before 12:00 noon on the last day of the vacate month. Resident, and all of Resident's personal property and any garbage or debris, must be removed from the Apartment at that time with keys and all access materials returned to Owner. Failure to complete moving out before 12:00 noon will result in overtime charges at Owner's then applicable overtime rates. The Resident agrees to permit the Owner to show the Apartment to prospective residents. If Resident abandons and/or returns keys to the Apartment before the end of the Lease, or moves without giving the proper 59 day notice required or moves during the winter months, then Owner may take possession of the Apartment but Resident will owe liquidated damages as provided herein.

17. RENEWAL OF THE LEASE: This Lease may be renewed by written agreement with Owner. If Resident fails to give Owner proper 59 day written notice to terminate the Lease at the end of the Lease term, and Owner has not given Resident notice of lease termination/nonrenewal, then the Lease shall continue as a "month-to-month Lease" but the rent shall increase by the additional month-to-month short-term fee shown on page 1 as the month-to-month fee. This increase shall be over the rent shown on page 1 unless Owner has given notice of a rent adjustment, or has offered a lease renewal. In such case, the month-to-month rent shall be the amount of rent in any notice or offer of Owner plus the month-to-month fee. The month-to-month Lease may be terminated by the Resident or Owner upon 59 days' written notice, with the notice date effective as of the last date of a calendar month. Month-to-month Leases may not be terminated during the months of November, December, or January.

18. DEPOSIT(S): The Resident agrees to pay any and all Deposit(s) as required by the Owner. The Deposit(s) may not be applied to rent, damages or fees during the term of residency. The Deposit plus accrued interest will be refunded in one check payable to all adults listed on the most recent Apartment Lease Data Page 1, provided all terms of the Apartment Lease have been fulfilled.

19. RETURN OF DEPOSIT(S): When the Resident moves out, the Deposit(s) will be returned by Owner with interest as specified by Minnesota Statutes providing Resident has:

- a. Given the proper written notice and has performed all the terms of this Lease.
- b. Vacated by 12:00 noon on the last calendar day of the month.
- c. Left the Apartment and Common Areas (and any leased garages or storage lockers) in a clean and undamaged condition, ordinary wear and tear accepted. Extra cleaning, painting or treatments to remove stains or to treat stubborn odors from tobacco, cooking odors, or animals are not considered normal wear and tear and these charges will be deducted from the deposit. If Resident has lived in the Apartment for less than six months, then charges for painting, cleaning, and shampooing shall be considered beyond ordinary wear and tear.
- d. Removed all personal property and garbage from the Apartment and any garages or storage lockers.
- e. Returned all keys and garage door openers.
- f. Left Resident's forwarding address in writing.
- g. Paid all outstanding amounts due to the Owner and utility companies.

Minnesota law provides Owner may keep all or part of deposits for damage to the Apartment beyond ordinary wear and tear and for other amounts owed to Owner. Owner will send to Resident the deposit, or a written notice explaining amounts deducted from the deposit, within 21 days after the end of Resident's tenancy. Resident's liability for full compliance with this Lease, and for payment of damages to person or property, is not limited to the amount of the Deposit.

20. OWNER NOT RESPONSIBLE: The Owner is not responsible for the actions of, or any damages, injury or harm caused by third parties including but not limited to other Residents, guests, intruders or trespassers. The Owner is not responsible for any damage or injury that is done to the Resident or Resident's property that was not caused by a willful or negligent act of the Owner or failure of the Owner to act.

21. DESTROYED OR UNLIVABLE APARTMENT: If the Apartment is destroyed or damaged so it is unfit to live in, Owner may terminate this Lease immediately with no further obligation. If the destruction or damage was not Resident's fault and Owner terminates this Lease, rent will be prorated and the balance will be refunded to Resident.

22. OWNER'S RESPONSIBILITY: The Owner promises:

- a. That the Apartment and all common areas are fit for use as residential premises.

- b. To keep the Apartment in reasonable repair and make necessary repairs within a reasonable time after written notice by Resident except when damage is caused by the intentional or negligent conduct of the Resident, Resident's children, family members, guests, or other persons coming to the Apartment because of Resident.
- c. To maintain the Apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the Resident, Resident's children or family members, guests, or persons coming to the Apartment because of Resident.
- d. To keep the common areas clean and in good condition.

23. EVICITION: If Resident violates any of the terms of this Lease, or if Owner learns that information provided by Resident on the rental application was false, then Resident may be evicted immediately and without prior notice. If Resident is evicted but does not move out voluntarily, Owner may bring an eviction action. Under state law, a violation by Resident of any of the statutory covenants not to allow unlawful activities voids the Resident's right to possession and is grounds for an automatic eviction. State law prohibits Resident from allowing any controlled substances anywhere at the rental community, allowing prostitution or prostitution related activities, the unlawful use or possession of firearms, allowing stolen property or property obtained by robbery anywhere on the premises. Further, Owner will comply with any local licensing law or ordinance that requires Owner to take action to terminate the Lease, or evict, any Resident or Resident household with guests, that have engaged in activities that violate any rental licensing ordinance. If Resident violates a term of this Lease but Owner does not sue or evict the Resident, Owner may still sue or evict the Resident for such past violation or a subsequent similar violation of any term of this Lease. Owner's acceptance of Rent from Resident with knowledge of a lease violation, or after Owner has asked Resident to move, shall not constitute a waiver of Owner's right to re-enter the premises by bringing an unlawful detainer/eviction action for breach of lease under this paragraph. Owner shall not be deemed to have waived its rights to bring an eviction or other legal action, or pursue an existing eviction or other pending legal action, unless such waiver or agreement by Owner is put in writing and signed by Owner.

24. LIQUIDATED DAMAGES FOR LEASE BREAK OR EVICTION: In the event that Resident is evicted, gives improper or insufficient notice, moves before the end of the lease term, or gives notice and moves in the months of November, December or January, then Owner shall be entitled to collect as Liquidated Damages for lost future rent in an amount equal to two months rent. This Liquidated Damages right is in lieu of the right Owner would otherwise have at law to collect rent for each month of the remaining term of the Lease or to collect costs of re-rental, such as advertising costs, commissions, or other inducements paid to secure a new resident. The parties agree this sum for Liquidated Damages is fair in that the actual amount of damages Owner will sustain in lost rents or re-rental costs when Resident gives insufficient notice, moves out before the end of the term, or is evicted may be difficult to determine. This Liquidated Damages amount is only to compensate Owner for future rental losses. Owner is entitled to collect in addition to these Liquidated Damages all actual amounts of damages incurred by Owner for past due rents and fees, damages beyond ordinary wear and tear, court costs and attorneys' fees. For Leases where the Resident has received an incentive, concession, or other inducement to sign a Lease for a specific term, Resident shall be required to pay Owner the amount of any incentive or concession given in the form of free rent, or reduced rent, and/or the fair market value of any other Lease signing incentive given, for Resident's failure to occupy the Apartment and pay rent for the entire Lease term, in addition to the Liquidated Damages. This Liquidated Damages of two months' rent is solely to compensate Owner for the estimated amount of lost future rents and re-rental expenses suffered due to eviction, moving during the lease term, or giving insufficient notice and does not cover Owner's other damages or unearned incentives or concessions given in reliance on a Resident's promise to fulfill the entire term of the Lease.

25. ATTORNEYS' FEES AND COLLECTION COSTS: If Owner brings any legal action against Resident, Resident must pay Owner's actual attorneys' fees, court costs and related expenses even if rent is paid after a legal action is started. If Owner retains any collection firm or agency, Resident shall be responsible for additional amounts equal to the percentage collected by any collection firm or agency, whether or not legal counsel is retained or attorneys' fees are incurred.

26. OWNER'S LEGAL RIGHTS AND REMEDIES: Owner may use its legal rights and remedies in any combination. By using one or more of its rights or remedies, Owner does not give up any other rights or

remedies it may have. Acceptance of rent does not waive Owner's right to evict Resident for any past or existing violation of any term of this Lease. It is expressly agreed between Owner and Resident that pursuant to Minnesota Statutes Section 504B.291 Subdivision 1 (c) acceptance by Owner of less than the full amount of rent per month due from Resident does not waive Owner's right to recover possession of the rental premises for nonpayment by Resident of the balance of rent per month owed to Owner. No waiver of any right or remedy by Owner shall be found by any court without an express written agreement signed by an authorized representative of Owner.

27. NO ORAL PROMISES: The Resident agrees that the Owner has made no promises or representations that are not stated in this Lease or any Addendums thereto. This Lease and Addendum may only be changed in writing signed by both the Resident and the Owner.

28. SEVERABILITY: The determination by a court that any provision of this Lease or the accompanying Apartment Community Rules is unenforceable shall not affect the enforceability of any other provision of this Lease or Rules.

29. ASSIGNMENT OF LEASE: The Resident may not sublease or assign this Lease to others without the written consent of the Owner. Owner may assign this Lease without Resident's written consent. Owner's sole obligation in the event of such an assignment is to comply with Minnesota laws governing Resident's deposit.

30. MORTGAGE HOLDER'S RIGHTS: The Apartment Community may be mortgaged or may be subject to a contract for deed. Resident agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to Resident's rights. For example, if a mortgage on the Apartment Community is foreclosed, the person who forecloses on the Apartment Community may, at their option, terminate Resident's Lease.

31. APARTMENT COMMUNITY RULES AND ATTACHMENTS ARE PART OF LEASE: Any attachments to this Lease, including the Apartment Community Rules, are a part of this Lease. Owner may make reasonable changes in the Apartment Community Rules from time to time by giving Resident written notice.

32. NOTICES AND COMMUNICATIONS: Resident agrees that notices delivered by Owner to the Apartment are proper notice to all Residents and are effective as soon as delivered to the Apartment. In addition to delivery to the Apartment, Owner may send notice by first class mail, postage prepaid, to the Apartment address, and such notice shall be considered effective on the third mail delivery date after the date it is deposited in the mail. Owner may also deliver any notice in person to Resident. The receipt of written notice by one Resident shall be considered proper notice to all Residents. Any notices to be given by Resident to Owner shall be delivered to the address on the first page of this Lease or by mail, postage prepaid, to Highland Management Group, Inc. Mailed notices will be effective on the date received in the office of Owner's managing agent. Notices to Owner may not be given by fax or email. A notice to cancel or terminate a Lease is effective as of noon on the last day of a month. The notice period for purposes of changing any of the terms of a Lease that becomes a month-to-month Lease, including any change in the amount of rent or other terms and conditions, is by giving Resident written notice at least equal to 59 days notice.

Resident agrees to provide Owner with up-to-date contact information, including a current phone (cell or land line) or other contact information. Resident gives authorization to Owner and its agents to contact Resident at any current or future or phone number provided (cell, land line, etc.).

33. CRIME-FREE/DRUG-FREE OR UNLAWFUL ACTIVITY: In accordance with Owner's participation in state and community activities to promote crime-free and drug-free rental housing, Resident agrees as follows:

- a. Resident, any members of the Resident's household or a guest or other person under the Resident's control shall not engage in illegal or unlawful activity, including drug-related illegal activity on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, purchase, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act (21 U.S.C. 802) or possession of drug paraphernalia (MN Statute 152.092).

- b. Resident, any member of Resident's household or a guest or other person under the resident's control **shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.**
- c. Resident or members of the household or a guest **will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household.**
- d. Resident or members of the household or a guest will not engage in the manufacture, sale or distribution of illegal drugs at any locations, whether **on** or **near** the dwelling unit premises or otherwise.
- e. Resident, any member of the Resident's household, or a guest or other person under the Resident's control **shall not engage in acts of violence or threats of violence,** including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his/her agent(s) or Residents.
- f. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** *A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance of the Lease.*
- g. It is understood and agreed that a **single violation** shall be good cause for termination of the Lease. Unless otherwise provided by law, **proof of violation shall not require criminal conviction,** but shall be by the preponderance of the evidence.
- h. It is Owner's intention to require all Residents, Resident's household members, guests, and invitees, to affirmatively take steps to prohibit any unlawful activity at the rental premises, including any activity that would violate a local rental licensing ordinance. It shall not be required for any unlawful conduct to be defined as a crime, under Minnesota statutes, for a violation of this paragraph of the Lease to be found. Any unlawful or illegal activity, whether or not such activity is considered a "crime" or a petty misdemeanor, or other less offense, may be found to be a violation of the Lease and this paragraph and grounds for termination of the Lease or eviction.

34. FAIR HOUSING: Owner is committed to being an equal opportunity housing provider. Owner believes all Residents, potential Residents, and applicants should be protected from discrimination in housing on the basis of race, color, ancestry, sex, religion, creed, national origin, marital status, familial status, physical handicap, mental handicap, and affectional preference. Any act or practice believed to constitute discrimination should be reported to Owner. Owner will promptly investigate such reports and will take immediate action to eliminate any act or practice that violates the fair housing laws.

35. ATTORNEY GENERAL'S NOTICE: Upon request, the Minnesota Attorney General's Office will provide you with a statement and disclosure of the significant legal rights of owners and tenants of rental dwelling units. For further information, call or write Attorney General's Office – State Capital – St. Paul, MN 55155. Telephone number 651-296-6196.

**Signatures on Page 1
Data Page**