

Tenant/ Landlord Lease Agreement

This lease of the apartment or house identified below is entered into by and between the landlord and renter (referred to in the singular whether one or more) on the following terms and conditions:

Landlord/Lessor: David & Sally Olson, PO Box 1470, Winona, MN 55987-7470

Contact Telephone Number: 507.312.9202 **Email: info@jgsrealtygroup.com**

Emergency Number 507.383.2957 or 507.429.8653

1) Renter: (First, Middle Initial, Last) / Tenant information is provided via application

2) Renter: (First, Middle Initial, Last) / Tenant information is provided via application

3) Renter: (First, Middle Initial, Last) / Tenant information is provided via application

4) Renter: (First, Middle Initial, Last) / Tenant information is provided via application

5) Renter: (First, Middle Initial, Last) / Tenant information is provided via application

Additional contact information/Notes/changes (please date and initial)

The above listed individuals shall hereafter be referred to as "renter(s)" or "tenant(s)". If deemed necessary by Management, parents or others may be contacted with regard to tenancy issues.

BUILDING ADDRESS and apartment number, if any, of the leasehold premises:

_____, Apt. # _____, (circle city and zip code) **Winona**, MN 55987

Tenant/ Landlord Lease Agreement

1) LEASE TERM

This lease shall commence on _____ at 12:00 noon and shall terminate on _____ at 12:00 noon, unless other arrangements have been made in writing. Length of lease term is approximately _____ (enter approximate number of months or M/M for month to month). Please note ending date. Ending date may not be the last day of the month. Because time is needed to make apartments ready for the start of a new tenancy, it may be required at landlord's discretion to end tenancy before the end of the month. The reference to approximately 12 months is used because this lease may not be 365 days long. This lease starts and ends on the dates marked above as starting and ending.

2) UTILITIES

Unless specified below in writing and signed and dated by landlord, renter(s) shall be responsible for payment of all utilities, including but not limited to heat, electricity, water/sewer, telephone/cable and garbage pickup. In separately metered utilities, the renter(s) shall ensure that the utilities providers properly bill the renter(s) as of date of occupancy. The renter(s) assume any and all liability for late fees, NSF fees, and any other charges by the utility provider and any other utility billing service if contracted by landlord. If renter(s) is/are billed separately in a single-metered building, the renter(s) shall be billed by a utility billing company of the landlord's choice and the method of apportionment shall be based upon the square footage per unit. Renter(s) hereby acknowledge notification by landlord of totals provided for utility costs for the most recent previous calendar year as of date of notification, if this lease is for a single-metered building. If utility (water, sewer, garbage) usage is more than 30% more than the last 6 month average usage the excessive difference will be charged to the tenant.

Unless Otherwise Specified below LANDLORD WILL PROVIDE LAWN CARE, MOWING, AND SNOW REMOVAL FROM SIDEWALKS AND PARKING AREAS. THESE COSTS ARE INCLUDED IN THE RENT. Renters agree to move vehicles from parking lots in a timely manner after any significant snowfall to facilitate snow removal.

NOTES:

3) RENT:

The renter(s) agrees to make _____ periodic rent payments of \$ _____ due and payable before midnight the 1st day of each month during the term of this lease. A **\$10.00 per day** late fee will be charged for rent that has not been paid by the 5th of each month. There will be a **\$50.00** charge for all checks returned, whether NSF, account closed, your banks error, etc. If any checks are returned NSF, renter shall pay only by ACH. Any late charges and/or returned checks charges remaining outstanding at the termination of tenancy will be deducted from the security deposit.

All renters, if more than one, shall be jointly and severally liable for the full amount of any payments due under this lease and for compliance with all lease terms. (Joint and several liabilities are a legal term, which means the landlord can collect the whole debt from any single renter or combination of renters. (It is the landlord's choice). Under Minnesota state law renter may not withhold payment of all or any portion of rent for the last payment period on the grounds that the security deposit shall serve as payment for the rent. If renter remains in violation after written demands and notice of applicable Minnesota law by landlord, renter may not only remain responsible to pay to the landlord the amount of rent withheld but also may be required to forfeit to the landlord, as a penalty, the amount of the security/damage deposit, equal to that portion of the rent due to the landlord as provided in this lease. This is state law.

4) SECURITY/DAMAGE DEPOSIT

A security/damage deposit in the amount of \$ _____ is required upon signing this lease unless specific arrangements are made in writing and attached to the lease. The deposit shall bear simple interest at the rate dictated by the State of residence non-compounded, computed from the first day of the next month following the full payment of the deposit.

Landlord may withhold from the deposit only amounts reasonably necessary: a.) To remedy renter defaults in the rent payment or other funds due pursuant to the lease to pay any unpaid utility bills if unit is individually metered, and/or b.) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear accepted.

Landlord Promises:

1. That the apartment and all common areas are fit for use as a residential premise.
2. To keep the apartment in reasonable repair and make necessary repairs within a reasonable time after notice by renter except when damage is caused by the intentional or negligent conduct of the renter or his/her guests except as otherwise provided within.
3. To maintain the apartment in compliance with applicable health codes except when a violation of the health codes has been caused by the intentional or negligent conduct of the renter or his/her guests.
4. To keep the common areas in good condition except when a violation has been caused by the intentional or negligent conduct of the renter or his/her guests.
5. Landlord makes periodic and reasonable efforts to maintain and improve the energy efficiency of all units by replacing windows, furnaces, and adding insulation within budgetary constraints. Renter(s) accept the current energy efficiency of this unit in its present condition.

Tenant/ Landlord Lease Agreement

Renter agrees:

1. To comply with the provisions of this lease and the attached rules and regulations governing the premises and the building and to comply with any up dated rules and regulations as they appear on the web site or as notified by management.
2. To obey all lawful orders, rules, and regulations of all governmental authorities.
3. Not to make/permit use of the premises for any unlawful purpose or any purposes that will injure the reputation of the premises or building of which they are a part.
4. To use the premises for residential purpose only.
5. To pay for utilities not provided by landlord, e.g. electricity, telephone and cable for the television.
6. To keep the premise in a clean and rentable condition and in as good repair as at the beginning of the lease term, normal wear and tear accepted. If there is an indication of neglect in cleaning or general upkeep, a written warning will be issued. If the renter does not correct the problem, landlord may do so at renter's expense.
7. To be financially responsible for all damages, accidental or intentional, breeches of this lease caused by renter and/or renters guest(s)/invitee(s). Renter is responsible for the conduct of guest(s)/invitee(s) both within the unit and on the premises.
8. To lock all doors and windows when renters are absent from the apartment. Any persons entering renter's apartment through an unlocked door or window shall be considered an invitee of the renter.
9. Not to make excessive noise or engage in activities which unduly disturb neighbors or other renters in the building.
10. Not to keep in or about the premises an animal, reptile, or bird, not to pet-sit for others, and not to allow guest(s)/invitee(s) to bring their pets into the apartment.
11. In the event of default by any one signatory, each remaining signatory is jointly and severally liable for full payment of rent. In the event of damages by any one signatory, each remaining signatory shall also be responsible for damages
12. Perform minor maintenance to the property including lightbulbs, furnace filters, minor damage to facilities, any reasonable snow / ice removal, lawn maintenance, and reasonable upkeep and maintenance.

5.) MOVE IN

Renter is responsible for any "normal" move in cleaning. Lessee accepts premises as being in good order and repair unless otherwise indicated in writing within seven days of the beginning of the lease term or possession of the unit, whichever is first. Please remember, what is perfectly clean for one person, may not be acceptable to others. **See Section 12).**

6.) ENTRY OF APARTMENT BY LANDLORD

Landlord may enter the rental unit at reasonable times and with reasonable advance notice, with or without renter's permission to inspect the premise, clean, make repairs, alterations and/or improvements show the premises to prospective renters, inspectors, appraisers, insurance company representatives or buyers, measure or photograph the unit, or to comply with any law or regulations. No advance notice is required for entry in a health or safety emergency, or when landlord has reason to believe that there is a violation of a provisions of this lease, including rules and regulations, or where it is necessary to preserve and protect the premises from damage in renter's absence.

7.) LIABILITY OF LANDORD

Landlord shall not be, in any event, responsible for loss of property (including money), for damage to a person or property, occurring in or about the lease premise. All property kept, stored or maintained in the leased premises shall be at the sole risk of renter. (Landlord encourages renter to carry appropriate insurance).

8.) FIRE OR OTHER CASUALTY

If the premises are damaged by fire or other casualty to a degree, which results in condemnation, renter(s) may vacate the premises and rent shall abate until the premise are restored to a condition comparable to their prior condition. Landlord shall have the option of repairing the premise and if the repairs are not made, this lease shall be terminated. Landlord shall not be liable to the renter(s) for any damage occurring as the result of such termination. If the premise is damaged to a degree, which does not result in condemnation, landlord shall repair them as soon as possible or terminate the lease, at landlord's discretion.

9.) END OF TERM

Renter(s) agrees to vacate the premises at the end of the leasing term and immediately deliver all keys to landlord. Failure of any and all renters to vacate the unit by **12 noon** on the end date of the lease term, including the removal of all personal possessions including any abandoned items or garbage shall pay to landlord **\$100** per day per renter on the lease for each full or partial day after the end of the lease term. Lessee may bill the renter(s) or deducted this amount of the security deposit. Keys consist of all apartment keys, individual room keys, any applicable garage or mail box keys and any other keys given to tenants. Any keys not returned within three (3) days after the end of the lease term shall be replaced at the renter's expense which may include the cost to replace or re-key locks.

Tenant/ Landlord Lease Agreement

10.) ABANDONED PROPERTY

If renter(s) shall leave any property on the premises after vacating the premises, renter(s) shall be deemed to have abandoned the property, and the landlord shall have the right to dispose of the property as provided by law.

When payments are due:

Any amount owed by renter is due when landlord asks for it. Landlord does not give up a right to money owed by renter because of landlord's failure or delay in asking for any payment. Landlord can demand payment before or after renter moves out of apartment.

Renter shall reimburse landlord for any loss to property, or damage (including plumbing problems) caused by negligence or improper use by renter or his/her guests including any loss or damage by doors being left open or the source of heat being turned off or down.

Lease is subject to mortgage.

The building may be mortgaged. Renter agrees that the rights of the holder of any present or future deed are superior to the rights of the renter. For example: if a mortgage on the building is foreclosed the persons that foreclose on the apartment or house may, at their option, terminate the lease.

11.) GUESTS/INVITEES

No more than 5 visitors are allowed at any one time. Visitors are not allowed to stay for more than 24 hours without written consent by the landlord. If visitors choose to stay there will be an additional \$10 per day per visitor fee.

It is the renter's responsibilities to see that all of renter's guests/invitees comply with the provisions of the lease, including the rules and regulations. A violation of any provision of the lease, including rules and regulations, by renter's guests/invitees, shall be deemed violated by the renters.

It is specifically agreed that in the event a guests/invitees fails to comply with the provisions of the lease, including Rules and Regulations, the landlord shall have the right to demand that such guest/invitee leave the premise and the building (including grounds) of which they are a part. If such guest/invitee does not immediately leave then such guest/invitee shall be subject to arrest for trespassing.

It is further specifically agreed that landlord, at the sole discretion of landlord, may thereafter prohibit such guest/invitee from returning to the premises and the building (including grounds) of which they are a part; the renter agrees that such guest/invitee is prohibited the renter's permission or consent shall be deemed to have been withdrawn for the remainder of the terms of the lease; and that such guest/invitee shall be subject to arrest for trespassing thereafter if such guest/invitee is in violation said prohibition.

12.) ACCEPTANCE OF UNIT

Renter(s) agrees to inform the landlord of any and all claimed damages or defects in the rental unit in writing **within 7 days of the beginning of the lease term** or possession whichever is first. Renter(s) agree(s) to inspect and test smoke detectors and/or carbon monoxide detectors and to inspect fire extinguishers immediately upon taking possession of the rental unit, and agree to immediately inform landlord in writing if fire safety equipment is not functioning properly or is missing. Renter agrees to immediately inform landlord in writing should renter(s) require assistance in above referenced inspection and testing. If such notification is not given, renter(s) waive all future claims for pre-existing damages or defects.

Renter(s) agree to obtain any and all keys for the unit at the landlord's office or as directed by landlord during posted business hours within 3 business days of the beginning of the lease term unless other arrangements are made in writing with the landlord. Keys provided after 7 days of the beginning of the lease term require a **\$25.00** service charge during office hours and **\$100.00** after office hours or on a weekend or holiday. Renter(s) waive any rights to abatement of rent due to failure to pick up keys as specified above.

CONDITION OF PROPERTY AT BEGINNING OF LEASE: TENANT(S) understand and agree that premises are subject to a "back-to-back" occupancy arrangement and that there is no time between the end of the prior lease and beginning of this lease agreement to adequately clean the house. Therefore, TENANT(S) understand and agree that LANDLORD shall perform needed repairs and/or cleaning over the duration of the lease. Furthermore, it is agreed and understood that TENANT(S) shall receive absolutely no rent reduction, abatement, payment and/or any other set off due to the existence of damage and/or filthy conditions in and/or about the premises. TENANT(S) agree that if they have not had ALL utilities turned on by June 1 at the time of occupancy, they will accept the house as clean and in move in condition as LANDLORD cannot provide cleaning services without water and electricity.

REPAIRS, PREMISES LEASED AS IS: Throughout said term, the TENANT will take good care of the demised premises and appurtenances, and suffer no waste or injury; make as and when needed, all interior and exterior repairs in and about the demised premises and the fixtures and appurtenances which repairs shall be in quality and class, equal to the original work. TENANT(S) agree to lease the premises in "AS IS" condition and LANDLORD shall not be obligated to make any repairs or improvements except for those repairs or improvements specifically agreed to in writing or written into this lease agreement.

NO ABATEMENT OF RENT: There shall not be any diminution or abatement of rent because of the making of repairs or improvements, if any be made, to the demised premises after the date above fixed for the commencement of the term, but the same are to be done with reasonable dispatch and with as little inconvenience to the TENANT(S) as reasonably possible, it being understood that rent shall, in all events commence to run at the date above fixed therefore. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for loss, inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances or from fumes or dirt issuing out of the heating or refrigerating equipment in the building, or from the closing or darkening of any windows of the demised premises from any cause whatever, or by reason of any space taken to comply with any law, ordinance or order of a governmental authority.

13.) AMENDMENT AND WAIVER

No amendment or waiver of any condition, provision, or terms of this lease shall be valid unless made in writing. No verbal agreement shall be honored.

Tenant/ Landlord Lease Agreement

The acceptance of any sum of money from renter shall not constitute a waiver by landlord of any rights of landlord, nor shall it cure default on the part of renter unless otherwise agreed by landlord. Any waiver of any default by renter shall not affect or impair any right from any subsequent default. If any conditions in this lease shall be judged unenforceable by a court of competent jurisdiction, all other provisions shall remain enforced.

14.) DEFAULT BY RENTER-RIGHTS OF LANDLORD

Upon default of any provision of this lease, including rules and regulations, it shall then be optional for landlord to terminate this lease or re-enter and take possession of the premise and terminate renter's rights to possession of the premise without terminating this lease or any of renter's obligations hereunder.

Unless otherwise agreed to in writing by landlord, it is specifically agreed that if the renter abandons the premise, surrenders the premise to landlord, or if renter's rights of possession is terminated (renter is evicted), the renter shall remain responsible for all of the renter's obligations under this lease, including any deficiency in rent for the remainder of the lease term.

No re-entry or taking possessions by landlord of the lease premise and any acts by landlord subsequent thereto, unless otherwise agreed to in writing by landlord, shall be constructed as an election by landlord to terminate this lease. Landlord may at any time thereafter, however elect to terminate this lease.

If any action shall be brought by landlord to recover any rent or other obligations under this lease and/or for any breach of any provision of this lease by renter and/or recovery of the possession of the premise, landlord shall be entitled to recover from renters all damages to which landlord is entitled, including all of the landlord's costs for such actions and court fees including attorney's fees.

Additional Rules and Regulations Attached to the Lease

Updated September, 2010

1.) EMERGENCIES

If your emergency concerns a current or imminent threat to health or safety please dial 911. If your emergency involves a strong gas smell being emitted from your apartment, please leave the area and call Xcel Energy at 1-800-895-2999. If your emergency involves serious property damage or if this is a noise complaint, please call (507) 312-9202.

Calls made to the emergency line which do not constitute an emergency are considered nuisance calls and the caller will be fined \$50.00 per call.

2.) DEDUCTION FROM SECURITY/DAMAGE DEPOSIT

Renter(s) is responsible for all damage done to renter's windows; screen, front door and door locks not caused by normal wear and tear. Renter is responsible for all damages done to the exterior of this building and extraordinary cleaning of the exterior of this building unless those causing the damages pay for the repairs or the cleaning. (What this means is that if you don't stop people from damaging the building or soiling the building with food and liquid, you will be paying the cost of the repairs and cleaning).

Damage charges are not limited to the amount of the security/damage deposit. When vacating the premises, ceilings, walls, doors, windows, drapes, floors, carpeting, furniture, stove, refrigerators, sinks, showers, and toilets must all be in the same satisfactory condition they were in when you took occupancy. At the end of each lease term all carpeting must be professionally shampooed and cleaned to the satisfaction of landlord. Any cleaning or repainting cost incurred by the landlord due to renter damages, waste, or neglect will be deducted from the security/damage deposit.

The security/damage deposit, less any amount withheld, will be returned by mail to the renter's forwarding address, unless the renter provides other written instructions, within twenty-one (21) days after termination of the tenancy and written notification of a forwarding address. If any portion of the deposit is withheld by the landlord, the landlord will provide to the renter a written statement showing the specific reason(s) for the withholding of the security/damage deposit or any portion thereof.. Renter may not withhold any portion of last month's rent on the ground that the security deposit should pay the rent. Renter agrees to provide a current address for the return of security deposit within 10 days of the end of this lease term. Deductions are made from security/deposits per the provisions of the lease and where applicable are charged on a basis of "cost plus labor". Such cost charges include any replacement of damaged or missing fixtures, appliance parts or other items furnished to the renter. Labor charges include the installation or services in the nature of necessary cleaning, patching, sanding, etc. (cleaning charges to include the cost of cleaner). Cleaning labor may be charged at **\$25.00** per hour. Carpentry labor may be charged at **\$40.00** per hour. The labor charged includes not only the time spent in the room making the repairs but also the time required to order and pick-up needed replacement/repair parts and materials. **If condition of carpet diminishes during the lease period because of more than normal wear and tear the tenants will be liable for replacement of carpet due to excess wear, negligence, damage, etc.**

Duration of lease:

Failure to give possession to landlord at the end of lease term (at 12 noon on the last day of the lease term) will result in a fine of **\$100.00/day per person for each full day** and any partial day in which the renter(s) fail to give possession and remove all personal property including abandoned items and garbage from the unit at the end of the lease term. If landlord cannot provide apartment to the renter at the start of the lease, renter cannot sue landlord for any resulting damages, but renter will not start paying rent until he/she obtains possession of the apartment.

3.) ASSIGNMENT, SUBLETTING:

Renter shall not assign this lease nor sublet the premises or any portion thereof without the prior written consent of the landlord. If landlord permits an assignment or sublease, such permission shall not relieve the renter of renter's obligations under this lease, unless otherwise agreed to in writing by the landlord. In the event of subletting There will be a charge of **\$75.00** per renter for preparation of documents, showing, and advertising by landlord. This amount shall be paid by the renter or may be deducted from the security/damage deposit of the renter. Landlord will not be responsible for finding a replacement renter but will assist if requested.

Tenant/ Landlord Lease Agreement

4.) FIRE/SMOKE DETECTOR AND EXTINGUISHERS

Tampering with any fire alarm or extinguisher will result in a **\$100.00** service charge. This includes removal on any battery from any smoke detectors. Fire extinguishers will not be moved or removed by renters. Renter agrees to pay **\$100.00** for a missing or inappropriately used fire extinguisher.

Any renter that is found by management to be responsible for setting off a smoke alarm systems without proper cause will be responsible for any cost, for resetting systems, or any damages along with a **\$100.00** fee if management is called by law enforcement or a fire department. This also applies for any guests of the renter, in which case, the renter will be held responsible. Renter(s) hereby acknowledge the all smoke detectors will be tested by renter(s) on the initial date of occupancy and that the landlord will be notified **immediately** of any smoke detectors not properly working and/or of any fire extinguishers not properly charged/updated. Renter(s) further agree to test smoke detectors on a monthly basis and to inform the landlord of any smoke detectors not functioning properly. Renter(s) shall notify landlord of any problems with any smoke detector in the unit or if renter requires assistance in testing the smoke detectors at any time.

Fire escapes and front porches

No items (bicycles, grills, trash, couches etc.) will be allowed to sit on the landing. The city of Winona Fire Marshall requires that all entryways and steps be free of any obstruction in case there is a fire. Any items found on the steps and landing will be put in the dumpster.

5.) HEAT SYSTEM

Renter(s) will ensure that all windows are closed during the heating season, combinations and storm windows.

6.) KEYS

Landlord charges **\$5.00** for making each additional apartment, laundry room, or mailbox keys which in requested. Renters that do **not** turn in their keys at the end of the lease year will be charged **\$100.00** for the re-keying of the unit.

7.) KITCHEN SINKS

Please do NOT pour grease down the sink because this will cause the sink to clog up. If the landlord or plumber has to be called to correct the problem, the renter will be charged for this type of service call.

8.) LIGHT BULBS

Each light fixture had a working 60 or 100-watt bulb when you took occupancy. This is the maximum wattage bulb that should be used in the fixtures. Using a higher wattage bulb may cause damage to the fixture and create a potential for fire. Renters are responsible for replacing bulbs that burn out during the term of this lease. At the end of the lease term, each non-functioning 60-100 watt light bulb will be replaced at the renter's expense.

9.) LIGHTS, OUTSIDE HALL

The lights in the outside hallway and faces of the building are provided for your safety. Renter will inform landlord if the light bulbs burn out so that we can replace them.

10.) LOCK OUT OF YOUR APARTMENT

If you become locked out of your apartment, the landlord charges **\$25.00** to let you in during regular business hours and you will be charged **\$75** for any other time.

11.) LONG DISTANCE TELEPHONE CHARGES

All long distance telephone charges made to your home/parent's residence for the purpose of collecting past due rent will be deducted from the security/damage deposit.

12.) OVEN

We suggest that you invest in some heavy-duty aluminum foil to line the bottom of the oven. This will make it easier to keep it clean. At the end of the lease term the oven must be as clean as it was when the renter took occupancy, or renter will be charged if landlord must have it cleaned.

13.) AUTOMOBILE PARKING

It is expressly understood and agreed that the assigned or other parking spaces at said premises are limited to private passenger vehicles owned by renters and that renters shall not store any vehicles, boats, or trailers on the property. Garages are NOT included in the rent unless agreed to in writing by management and paid for by the renter. Major mechanical work on the premises is prohibited. There shall be NO parking on the lawn or non-designated areas. If your apartment includes a parking lot, the parking lot is for the renter only. All vehicles parked in the lot must be in running order and have a parking permit from our office. Inoperative cars will not be allowed in the parking lot and will be towed away at owner's expense.

Tenant/ Landlord Lease Agreement

14.) PLUMBING PROBLEMS

If a problem arises, please do the following:

- a) If a faucet or pipe is leaking, close the turn off valve, which is located under the sink. Turn them clockwise until the leak stops. Call Landlord (if problem occurs late at night and you have stopped the leak, please wait until morning to call.)
- b) If you have no water, call landlord immediately

To prevent difficulties in plumbing, do not place sanitary napkins, food, cooking grease, or other foreign objects in toilets or drains. Any stoppages caused by renter's neglect will be charged back to the renter.

Renters will purchase a toilet plunger. Plunging of a stopped up toilet is not the responsibility of the landlord. You will be charged for a service call if you request the landlord to plunge a stopped up toilet.

In addition, if upon service of a clogged tub drain due to hair is determined. The renter(s) are required to pay for the service call in full.

15.) ALTERATIONS TO PREMISES/BUILDING

Renter may not do or permit any of the following:

- a) Alter or redecorate the premises.
- b) Drive nails, tacks, screws, or apply any other fasteners on or onto any door, ceiling, floor or woodwork of the premises.
- c) Attach or affix anything to the exterior of the building.

Repair of walls having an excessive number of nails or stickpin holes will be charged to renters. DO NOT use tape of any type on the walls repair can only be done by re-texturing and repainting which will be done at your expense.

BATHROOM EXHAUST FANS, where applicable

Renters must run the exhaust fans during and after showers to remove the moisture from the apartment, failure to run the exhaust fans and remove the moisture-causing mold to grow around the bathtub surfaces and onto the sheet rock. If the sheet rock and the paint are damaged by mold, the renter is responsible for repairs.

BEDROOM LOCKS

No additional locks are to be installed on bedroom doors without written authorization from management.

BICYCLES

If a bicycle rack has been provided for your use, you are not allowed to secure your bicycle to anything that is on or adjacent to the building other than the bicycle rack. All bicycles found in violation of the above rule or found parked in the entryways may be confiscated, and renter may have to pay **\$50.00** to retrieve it.

CHECK OUT/ END OF LEASE TERM

Each renter is responsible for the cleaning of the apartment before check out. Renters must have carpet professionally cleaned after all personal property has been removed and before the end of the lease. Failure to have this done will result in a **\$100** charge plus the cost of the carpet cleaning. Specific check out cleaning instructions will be given prior to the end of the lease term and will constitute a part of these rules and regulations and your lease.

16.) PARTIES KEG, BARREL, OR PARTY BALL beer parties are NOT ALLOWED. No kegs are allowed on the property. Any keg found may be confiscated, whether it is full or empty, along with any tapping device and will be disposed of at management's discretion. Any cost of clean up or legal costs with regards to this matter will be paid for by all renters. There will be NO sale or distribution of alcoholic beverages in or on the premises. Any use or sale of illegal drugs is prohibited and may result in immediate eviction without notice. Units are to be used as residential purposes only. Any large gathering of persons in or on the property without express written consent of management is prohibited. No person shall, between the hours of 10pm and 7am congregate at or participate in any party or gathering of two or more people from which noise emanates of a sufficient volume so as to disturb the peace, quiet, or response of another person. No person shall knowingly remain at such a noisy party or gathering.

- A) Evidence: Noise of such a volume as to be clearly audible at a distance of 50 feet from the structure or building in which the party is gathering or is occurring.
- B) Duty to disperse: When a police officer, security guard, or employee of landlord, determines that a party or gathering is in violation of this section, the officer may order all persons present at the premises to disperse immediately.
- C) Penalties: Every renter of the premise where a party or gathering is in violation of this section occurs, who is present at such a party or gathering, is guilty of a misdemeanor.

Tenant/ Landlord Lease Agreement

D) If landlord, security guard, police officer, or employee of landlord is called for any unlawful activity complaint or disturbance of the peace, a **\$250** fine will be charged to renters of the apartment.

E) If renter receives written notice of a citation for any unlawful activities, from the City of Winona or City of Fountain City, renters will be charged a **\$250** fine. This may be charged in addition to the above.

17.) RENT

Remember that you are **jointly and severally liable** for the full amount of rent. If you have any indication that you or any of your roommates will be leaving for any reason, renters will contact landlord immediately. This will only cost you money if the roommate leaving does not continue to pay his/her share of the rent and you are forced to come up with the balance. Landlord has the right to rent out any vacant or vacated rooms in any unit with more than one bedroom with or without approval of remaining renter(s) at the landlord's discretion.

18.) NOTIFICATION OF PARENT (S) :

Renter's parent(s)/current or previous guardian(s) may be called or sent a photocopy of any written warning given to the renter concerning their violation/default of the lease agreement.

19.) SNOW REMOVAL

In an event of a heavy snowfall, renters will remove their cars from the parking lots. If at all possible, you should leave your keys in the apartment so that your roommates can move your car if you are not home.

20.) TRASH DISPOSAL

There are garbage containers provided. Take all trash to the dumpster/garbage cans. Place all trash inside the containers and not on top or beside them. Keep the dumpster lid down at all times to prevent paper from blowing out and littering. Renters agree to pay extra for any special garbage collection services, i.e. furniture, large boxes, etc. Additional trash charges (for bag or trash outside of receptacles) will be paid for by renter(s)

21.) UTILITIES

Those utilities not furnished by management will require the application be made well in advance of your moving in. Renter must call the following to "request service" before planned moving day:

Electric and Gas Xcel Energy 800-895-4999

Telephone: Quest/US West 800-244-1111

Cable TV: Charter Communications 800-581-0081

Hiawatha Broadband 454-8881

***The choice of communication/IT provider is at the discretion of the renter(s)**

22.) WATERBEDS

WATERBEDS WILL NOT BE ALLOWED IN THE APARTMENT-NO EXCEPTIONS, WITHOUT WRITTEN AUTHORIZATION FROM MANAGEMENT.

23.) REPAIRS AND RE-RENTALS

Renter may not receive either compensation or rent reduction for possible inconvenience due to remodeling, completion of construction, or interruptions due to maintenance and repairs unless agreed to in writing in the lease. Renter agrees to allow landlord to enter the premises to show prospective renters prior to lease expiration. The landlord will make reasonable attempts to notify the current renter prior to entrance unless an emergency arises. Renter agrees to maintain a clean and orderly apartment for all showings to prospective renters and to refrain from any negative comments regarding the management and/or premises during showings. Management welcomes to your comments, questions and feedback at all other times.

24.) SMOKING

If you smoke in the unit you will lose your security deposit check for the re-painting and cleaning of the unit.

25.) PETS

If you wish to have one cat per-unit you will need to obtain written permission from landlord and put down an additional security deposit for your pet prior to the beginning of the lease period. Only one cat per unit is allowed if landlord gives permission and a deposit is paid. **NO dogs or any other animals** (reptiles, birds, ect.) **are allowed** in the unit at any time, whether owned by the renter(s) or not. Renter(s) shall pay **\$100** per day each day there is a violation of this provision.

26.) ENERGY CONSERVATION

If any or all of the renter's utilities are included in the rent, the renter agrees to conserve such utilities. Open windows during heating season, tampering with a locked thermostat, setting thermostat over 68 degrees, or lights left on continually during daylight hours will result in payment of an entire month's heat or electric bill by the renter. Air conditioners or electric heaters may not be used without written permission from landlord. If electricity is included in your rent and you wish to use an air conditioner you will be charged **\$30** per unit per month. If heat is included in rent then renter agrees to pay 20% per month surcharge in rent if heating bill is over 30% more of the previous year average.

27.) SAFETY CHECKS

The landlord or manager may at his discretion, stop by periodically to conduct a brief safety check of smoke detectors, fire extinguishers, etc. and to attend to your non-urgent maintenance/improvement requests.

Tenant/ Landlord Lease Agreement

28.) NEW CONSTRUCTION/PLANNED IMPROVEMENTS

If your lease involves new construction or major improvements such as new bedrooms, major alterations, etc. renter agrees that the final results may not be exactly as planned due to city regulations, safety, and technical considerations.

29.) FEES

A fee of as much as **\$100.00** may be charged if a violation(s) of renter(s) is proven in any of the following circumstances: tampering with the thermostat resulting in a broken lock box or changing of temperature not authorized by management; the removal of any locks securing areas such as basement, garage, etc. which renters do not have permission to enter; irresponsible use of fire extinguisher plus re-charging cost.

30.) ITEMS OUTSIDE THE UNIT

No furniture is allowed on porches or grounds and may be removed by landlord at any time with disposal fees charged to the lessee. Examples include lawn furniture, chairs, etc.... There are to be no wading pools or vehicles on the lawn at any time. Vehicles may be towed at the expense of the renter responsible. The storing of boats, trailers, recreational vehicles or any other type of trailered vehicles are to be deemed by management as unauthorized if parked on the property or any unauthorized locations unless it is authorized in writing by management. All vehicles must be in operating condition and legally licensed. No changing of oil, washing of vehicles, or cars on blocks without written permission from management.

31.) Extensions & Renewals

If you sign a lease or a lease extension for the following year (subsequent to the end of the lease) and you wish to be relieved of the responsibilities of the lease or lease extension, you will be responsible for finding a new renter acceptable to landlord, or if you want our office to help find a replacement you will be charged **\$75** for the staff time and advertising expenses we may incur to re-rent that unit. You will be responsible for the rent at that unit until a replacement has met all lease requirements.

32.) MAINTENANCE AND REPAIR: The LANDLORD promises (A) that the premises and all common areas are fit for the use intended by the parties; (B) to maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the leased premises are located during the term of this lease. The TENANT(S) shall at TENANT(S)' sole expense, pay for all required repairs of the premises and eliminate any violations of the applicable health and safety laws which exist on the premises whenever such disrepair and conditions shall have resulted from TENANT(S)' negligence, willful, malicious, or irresponsible conduct or that of the TENANT(S)' employee, family, agent or visitor. LANDLORD further promises that at the commencement of the lease and at all times during the continuation of the term that the leased premises and the building are not and shall not be in such condition as to constitute a violation of any state, county, or city health, housing, building, fire prevention, or housing maintenance code applicable to the building which materially endangers the health or safety of the TENANT(S) of the building. In any action against LANDLORD for breach of this promise, it shall be sufficient defense that (A) the violation or violations alleged do not in fact exist or that the violation or violations have been removed or remedied; (B) the violations have been caused by the willful, malicious, negligent or irresponsible conduct of a complaining tenant or anyone under his direction or control; ((C) any tenant of the building has unreasonably refused entry to the LANDLORD or LANDLORD's agent to a portion of the premises for the purpose of correcting the violation and the effort to correct was made in good faith; or (D) the violation or violations alleged in the complaint do not materially endanger the health or safety of the tenants of the dwelling. TENANT(S) shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the leased premises during the term of this lease, and any renewal of this lease, except where such compliance is the duty of the LANDLORD. **As this home shall be occupied by college students, TENANT(S) agree to clean premises in compliance with LANDLORD'S reasonable requests, if TENANT(S) fails to comply with these reasonable cleaning requests, TENANT(S) agree to pay LANDLORD all costs incurred in causing the premises to be cleaned to a reasonable community standard. TENANT(S) agree to continually operate dehumidifiers in the basement of the house from May 1 through October 31 and furthermore agree to take full responsibility for any mold growth in the event they fail to do so. Tenants further agree that any basement bedroom doors will be OPEN during the day to prevent mold growth.**

Tenant/ Landlord Lease Agreement

***By signing below, the renter(s) acknowledges that he/she/they have read, understand and agree to all of the conditions of this lease, including the attached Rules and Regulations. The renter(s) also agree to comply with any changes or updates of the attached Rules and Regulations which may appear on the landlord's web site.**

***The renter(s) agree to notify the landlord immediately in the event of any changes in contact information listed below:**

Renter Signature	Amount Due	Date Paid / Check #
_____	Date Signed _____	/ _____
_____	Date Signed _____	/ _____
_____	Date Signed _____	/ _____
_____	Date Signed _____	/ _____
_____	Date Signed _____	/ _____
_____	Date Signed _____	/ _____

Landlord: **TOTAL**: Security Deposit _____ Date Paid: _____

Pet deposit of \$ _____ has been collected in full on Date _____ (See section 25)

NOTES and/or additional agreements (must be initialed by all parties)

Where do I mail rent too?

Landlord/Lessor: David & Sally Olson, PO Box 1470, Winona, MN 55987-7470

Contact Telephone Number: 507.312.9202

Emergency Number 507.383.2957 or 507.429.8653

Email: info@jgsrealtygroup.com