

RENTAL ADDENDUM

Original Rental
Rental Addendum

DINNAKEN PROPERTIES LEASE AGREEMENT

(Premises # _____)
Addendum Replacement

Pursuant to the attached Lease between Landlord and the undersigned dated _____, 20____, the parties have agreed to allocate responsibility for Rent and the Security Deposit as set forth below.

1. **Rental Obligation.** The parties acknowledge and agree that, upon full execution of this Addendum, the obligation to pay monthly Rent due under the Lease will become personal to each Tenant. The parties further acknowledge and agree that if any Tenant(s) is in default for payment of monthly Rent, Landlord will only pursue its remedies against the Tenant(s) then in default and that if the Landlord exercises any or all of its rights against such defaulting Tenant, such exercise will not affect the rights and obligations of the other Tenants, except as set forth in this Lease. The foregoing notwithstanding all other payment and non-payment obligations under this Lease ARE joint and several among all of the Tenants and Landlord reserves the right to enforce all of its rights under the Lease against one or all of the Tenants.

2. **Rental Apportionment.** For this Apartment, Rent during the Term remaining as of the execution hereof shall be \$ _____, the monthly Rent must equal \$ _____ and the total Security Deposit must equal \$ _____. The Tenants have agreed among themselves that the monthly Rent payable for the Apartment shall be allocated among the Tenants as set forth in the chart below, **provided that no Tenant shall pay less than \$300 monthly Rent. The Security Deposit shall be divided equally among the Tenants.** Landlord has not provided any investigation of the financial capacity of any Tenant and makes no warranty or representation as to any Tenant's financial wherewithal.

<u>Name of Tenant</u>	<u>First Month Rent</u> <u>(prorated)</u>	<u>Monthly Rent</u>	<u>Last Month Rent</u> <u>(prorated)</u>	<u>Security Deposit</u>
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
Totals:	\$ _____	\$ _____	\$ _____	\$ _____

3. **Payment of Rent.** All payments of monthly Rent must be made by check, cashier's check, money order (with apartment unit clearly identified on the check), automatic clearing house process ("ACH")(Landlord will provide ACH set up information upon request), or credit card. ACH and credit card payments will incur an on-line transaction fee. No cash will be accepted. Credit Card payments must be made via Landlord's Website. Landlord reserves the right to require all payments of monthly Rent to be made by ACH or other form of automated payment at any time after: (i) a monthly Rent or other payment to Landlord that is more than five (5) days late; (ii) any check is returned by Tenant's bank (for any reason); or (iii) Tenant is in default under this Lease (for any reason) on a second occasion during the Term. In such case, Landlord will provide Tenant written notice, including ACH set-up instructions. Tenant will promptly set up an ACH for the payment of monthly Rent. IF CHECKS ARE RETURNED FROM A BANK OR PAYMENT DENIED BY A CREDIT CARD MERCHANT FOR ANY REASON WHATSOEVER, A SERVICE FEE OF THIRTY DOLLARS (\$30.00), OR SUCH HIGHER FEE AS PERMITTED BY STATUTE, WILL BE CHARGED TO THE TENANT. Failure to comply with Landlord's ACH policies within ten (10) business days after written notice from Landlord will be deemed a default under this Lease. LATE MONTHLY RENT PAYMENTS ARE SUBJECT TO A TWENTY DOLLAR (\$20.00) HANDLING FEE AND LEGAL ACTION MAY BE TAKEN ONE (1) DAY AFTER THE RENT DUE DATE SET FORTH IN SECTION 2 OF THE LEASE. The late fee will automatically be charged to Tenant's account on the 5th day of the month in which the Rent payment is due. In the event any handling fee referred to in this paragraph or charges described in this Lease are not timely paid, the Landlord may consider the handling fee or charges to be additional Rent, which shall be immediately due and payable, and Landlord may deduct them from the Tenant's security deposit.

4. **Miscellaneous.** This "Rental Addendum" may only be modified by a replacement Rental Addendum signed by all of the parties to this Lease at the time of the amendment.

LANDLORD:

UNIVERSITY OF MINNESOTA FOUNDATION -DINNAKEN
HOUSING, LLC, a Minnesota limited liability company, d/b/a
DINNAKEN PROPERTIES

Signed: _____
Name: _____
Its: _____
Date: _____, 20____

TENANTS:

Signed: _____
Name: _____
Date: _____, 20____

It is mutually agreed by and between UNIVERSITY OF MINNESOTA FOUNDATION - DINNAKEN HOUSING, LLC, a Minnesota limited liability company, doing business as DINNAKEN PROPERTIES ("Landlord") and the undersigned, hereinafter individually referred to as "Tenant" and collectively referred to as "Tenants":

1. **Apartment and Term.** Landlord does hereby lease to Tenants and Tenants do hereby lease from Landlord individually and collectively the premises described as apartment _____ (the "Apartment") within the building commonly known as _____ **S.E., Minneapolis, Minnesota 55414** (the "Building"), to be used for residential purposes for the term (the "Term") beginning on _____ **at 8:00 a.m.** (the "Move-in Date") and terminating on _____ **at Noon** (the "Move-out Date") unless sooner terminated as provided for in this "Lease".

2. **Rent.** Tenants agree to pay Landlord at its office at Dinnaken House, 900 Washington Avenue SE, Minneapolis, Minnesota (the "Office"), rent for the Apartment in the amount set forth on the attached Rental Addendum (the "Rent"). Each installment of Rent is payable in lawful money of the United States advance, without demand, on the first day of each calendar month throughout the Term. The Rent for the first month of the Term is due and payable prior to moving in.

3. **Security Deposit.** Tenants agree that a security deposit in the amount set forth in the attached Rental Addendum shall be due and payable in full prior to any Tenant taking possession of the Apartment. Landlord may co-mingle the Security Deposit with its general accounts. If the Apartment is left in the condition called for by this Lease and all the Rent and any fees or fines incurred have been paid, the Security Deposit, together with interest required by Minnesota statutes shall be refunded to each Tenant by check made payable to Tenant and mailed to Tenant's last known address. Landlord shall furnish the Tenants with a written statement of conditions causing forfeiture of all or any part of Security Deposit within three (3) weeks after the last Tenant vacates the Apartment at the forwarding address Landlord has on file. If any portion of the Security Deposit is forfeited to Landlord prior to the termination of this Lease, the Tenants shall replace those funds and reestablish a full Security Deposit upon demand from the Landlord. Except as specifically set forth herein, Tenants are jointly and severally liable for any and all obligations under this Lease and Landlord may elect to pursue one, several or all of the Tenants for any damages which exceed the Security Deposit.

Sections 4 through 31 of the Lease are on the following pages and by reference incorporated herein.

IN WITNESS WHEREOF, the parties hereto have reviewed the Lease and addenda thereto and have executed this Lease Agreement effective as of the date of Landlord's signature below.

LANDLORD:

UNIVERSITY OF MINNESOTA FOUNDATION - DINNAKEN HOUSING, LLC, a Minnesota limited liability company, d/b/a DINNAKEN PROPERTIES

Signed: _____

Name: _____

Its: _____

Date: _____, 20__

TENANTS:

Signed: _____

Name: _____

Date: _____, 20__

4. **Default.** Should any Tenant or the Tenants neglect or fail to perform or observe any of the terms of this Lease, the Landlord may:

a. Give the defaulting Tenant or Tenants written notice of such default, delivered to such Tenant or Tenants personally or mailed to the Apartment, requiring that the defaulting Tenant or Tenants remedy the default within one (1) day (or immediately in an emergency) or vacate the Apartment. The foregoing notwithstanding, if any violation of a Rule that involves alcohol, drugs, or parties or any behavior that threatens harm to persons or property (or such harm occurs) is observed by Landlord or is otherwise reported and confirmed to Landlord's reasonable satisfaction or if Landlord discovers that Tenant has falsified any information in its application materials, such behavior will be a default that is not subject to cure.

b. If the defaulting Tenant or Tenants fail to timely comply with such notice, Landlord may: (x) immediately terminate this Lease, repossess the Apartment, remove the defaulting Tenant or Tenants and his or her property from the Apartment and be entitled to recover as damages a sum of money equal to the total of: (i) the cost of recovering possession of the Apartment and such damages, including attorneys' fees and costs; (ii) the unpaid Rent then due; (iii) the balance of the Rent due for the remainder of the Term; and (iv) interest on such amount from the date due or demanded, at the judgment rate; or (y) immediately terminate the defaulting Tenant's or Tenant(s)' right to possession of the Apartment (but not the Lease) and without further notice or demand repossess the Apartment, in which event, Landlord shall use reasonable efforts to relet the Apartment and be entitled to recover as damages a sum of money equal to the total of: (i) the cost of recovering possession of the Apartment and such damages, including attorneys' fees and costs; (ii) the difference between the Rent payable under this Lease and the rent actually received if a sub-tenant is found; (iii) any unpaid Rent then due; and (iv) interest on such amounts from the date due or demanded at the judgment rate.

c. Landlord's rights and remedies under this Lease are cumulative and may be used in any combination or order. By using one or more of those rights or remedies Landlord does not give up any other rights or remedies it may have. Acceptance by Landlord of less than the full amount of Rent due from Tenant does not waive Landlord's right to recover possession of the rental premises for nonpayment by Tenant of balance of Rent owed to Landlord.

d. Tenants acknowledge and agree that Landlord may enforce its remedies against one, several or all of the Tenants and any action against one or several Tenant(s) shall not affect the rights and obligations of any other Tenant(s) under this Lease, except as specifically set forth herein.

5. **Rules and Regulations.** Tenant shall observe and comply with rules and regulations established by Landlord. Tenant acknowledges that the Landlord has provided a copy of the current rules and regulations; that Tenant has read and understands them and that any violation of or failure to comply with the rules and regulations will be deemed to be a default under this Lease. Landlord may make reasonable changes in said rules upon not less than twenty-four (24) hours written notice to the Tenant. If Tenant fails to pay any fees or fines levied for violations of the Rules and Regulations within five (5) days after receipt of an invoice therefor, Landlord may deduct such fines from that Tenant's or Tenants' security deposit.

6. **Condition of Apartment** Tenants will have the opportunity to examine the Apartment and record existing damage to the Apartment or the Furnishings (as defined below). There has been no representation as to the condition of repair of the Apartment by the Landlord, other than as expressed in this Lease. Tenants shall have seven (7) days after taking occupancy to: (i) complete and sign the move-in condition report and submit it to Landlord for review and signature; and (ii) notify Landlord, in writing, of any defects, needed repairs, or existing damage to the Apartment or the Furnishings, otherwise the Tenants are deemed to have received the Apartment and the Furnishings in good order and repair. The move-in condition report, attached as an addendum hereto, details the charges Landlord will apply upon Tenants' vacation of the Apartment if Tenants fail to clean the Apartment as required by this Lease or have caused damage requiring repair or replacement within the Apartment. By signing the Lease, Tenants accept these charges as reasonable. Following Landlord's receipt of the move-in condition report, repairs that are required to protect the health and safety of the Tenants will be performed at the earliest practical time under the circumstances existing at that time. Landlord is not responsible for completing repairs when circumstances beyond its control prevent such completion. By signing this lease, Tenants are jointly responsible for the cost of repair, replacement or cleaning of any item or part that any Tenant(s) damage, modifies or destroys (including the removal of window screens). Replacement costs include full, not depreciated, charges for new materials and labor. Tenants are responsible for any damage caused by their guests. All repairs/replacement will be accomplished by Landlord or its designee. The Apartment must be cleaned prior to moving out. Tenants are jointly responsible for damages caused or cleaning required. Damage and cleaning charges will be divided evenly among Tenants, unless Landlord reasonably determines which Tenant(s) is/are responsible for the damages or cleaning. Landlord will inspect the Apartment and complete the move-out condition report with Tenants after they have vacated. Additional damage charges may result from these final inspections. If a Tenant disagrees with an assessed damage charge, they must submit an appeal, in writing, to Landlord within two weeks of receiving the bill. If Tenant/s are not present for the move-out inspection, they waive their right to dispute damages or need for cleaning.

7. **Utilities and Services.** During the Term, Tenants shall pay all telephone and electric bills (and gas bills at Fulton Townhomes), for service provided to the Apartment at the time such bills become due and payable whether or not the utility bill is in the name of the Tenant or another occupant of the Apartment. Landlord shall furnish, water, trash, basic cable or satellite TV service and wireless internet to the Apartment at its expense, and shall be responsible for the utilities in the common areas of the Building. Landlord shall furnish heat to the Apartment at the Dinnaken, Argyle and Tairrie House properties. Any utilities paid by Landlord on Tenants behalf shall be charged back to Tenants as Rent under the Lease. Landlord shall have no obligation to pay Tenants utilities if not paid by Tenants.

Provision of wireless internet is available as an amenity to the Tenants. Tenants are solely responsible for the security of their own accounts, system and equipment, including but not limited to defects such as viruses caused by acts of Tenant or others. Tenants are responsible for all communications and internet traffic originating from within the Apartment. Tenant or Tenants shall notify Landlord immediately in the event Tenant or Tenants know or believe that the security of the internet system has been compromised. Tenants are responsible for providing and configuring any hardware necessary to connect to the internet service. Landlord is not responsible for diagnosing connection problems beyond verification that the internet service is functioning. Tenants shall use the internet services in compliance with all federal, state, and local laws and regulations including those statutes, rules, and regulations governing the content of information received or sent over the internet. Tenants shall not engage in any activity that that might be harmful to the Landlord or other tenant's equipment or data systems, including virus propagation, interception of data, compromising network security, providing internet service in the Apartment to unauthorized users. Landlord reserves the right to immediately terminate Tenant or Tenants internet service upon notification of any violation of federal, state or local statute, rule or regulation or for any improper use of the internet service. Landlord makes no warranties as to the merchantability or fitness of the internet service for a particular purpose. If Tenant or Tenants require internet access that is not susceptible to interruptions resulting from the shared nature of this service, they should seek alternative dedicated service at their sole expense. Landlord shall not be liable to Tenant or Tenants for any incidental, indirect, special or consequential damages of any kind related to the provision of internet service,

8. **Parking.**

a. **Motorized Vehicles.** No dedicated vehicle parking rights are conveyed with this Lease. Rental of all dedicated stalls associated with the Building are managed through a separate parking agreement. A limited number of guest parking stalls are available only for guests of Dinnaken House (900 Washington Avenue SE) and are designated as visitor parking spaces in the lot adjacent to Dinnaken House. Guests must register their vehicle in the Dinnaken Properties management office immediately upon entry. Improperly parked or registered vehicles may be towed at the vehicle owner's expense.

b. **Bikes.** Tenant and Guests of Tenants may use the Building's bike racks provided the bike is registered with Landlord and has a registration band provided by Landlord displayed on the bike when parked at the Building. Tenant is responsible for securing the bike. Any unregistered bikes, bikes without an official registration band, or bikes secured to non-bike storage infrastructure such as trees or light poles, will be removed and disposed of by Landlord and Landlord will not be liable for any resulting damages.

9. **Care and Maintenance.**

a. **Tenant Obligations.** Tenants shall keep the Apartment in as good repair as they are in at commencement of the Term, normal wear and tear excepted, and shall not damage or misuse the Apartment or waste the utilities provided by Landlord or allow their guests to do so. Tenants shall keep the Apartment clean and tenantable including, but not limited to, keeping the exits accessible and the inside surface of the glass in the windows clean. Tenants shall keep the appearance of the Apartment neat from the window to the exterior of the Building. Tenants shall not hang anything on the windows, ceiling or exterior side of the front door to the Apartment. Tenant shall promptly give Landlord written notice of any necessary repairs to be made and will immediately notify Landlord of any conditions in the Apartment or Building that are dangerous to human health or safety, or which may damage the Apartment or Building or waste utilities provided by Landlord. Throughout the Term, Landlord may, upon reasonable prior notice, inspect the condition of the Apartment and Landlord may take action to clean or repair any issues identified during such inspection if Tenants do not timely correct such issues following notice from Landlord. Any costs incurred by Landlord in cleaning or making repairs will be charged to Tenants as Rent, due and payable upon receipt. **SMOKING IS STRICTLY PROHIBITED THROUGHOUT THE ENTIRE BUILDING. PETS ARE STRICTLY PROHIBITED THROUGHOUT THE ENTIRE BUILDING.** Any odor or other damage resulting from smoking or keeping an animal shall not be included in normal wear and tear and in such case, Tenants' entire Security Deposit will be forfeited, and where necessary, further damages may be sought. Landlord will charge Tenant/s \$10.00 for each identifiable pizza box, bag of trash or item improperly disposed of in the Building's common areas or trash facilities.

b. **Landlord Obligations.** Landlord will keep the Apartment and the Building, including common areas, in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant(s), except when damage is caused by the negligence or willful conduct of Tenants or any guests thereof. Landlord will also maintain the Apartment and the Building in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the negligence or willful conduct of Tenants or any guests thereof. Any damage caused by the Tenants to the Apartment, including to the Furnishings, normal wear and tear excepted, shall be repaired by Landlord and be paid for by the Tenants. Landlord's cost to repair any damages caused by Tenants or their guests shall be invoiced to Tenants and will be paid with the payment of Rent which is due after Tenants receive Landlord's invoice. If Tenants do not pay the full amount of any such invoice, Landlord may deduct such non-payment from the Security Deposit and any amount due to Landlord which is in excess of the Security Deposit, shall be due and payable upon demand from the Landlord to the Tenants. Landlord shall have no obligation to determine which Tenant may be responsible for any damage to the Apartment or any furnishings and shall deduct any costs from each of the Tenant's Security Deposits equally. Tenants are advised that Landlord may undertake repairs or construction in the Apartment or Building that may affect Tenants to varying degrees and may involve excess dust, dirt or noise. Landlord will make reasonable efforts to minimize the impact of this work on Tenants. This work may prevent or delay delivery of services under this Lease. No rent adjustments will be due to Tenants as a result of this work.

c. **Furnishings.** Pursuant to this Lease, Landlord will be providing the personal property (collectively, the "Furnishings") set forth on the attached Personal Property Addendum. If any item needs to be replaced due to wear and tear, Landlord will replace that item with a similar item within a reasonable time after written notice from Tenants. If any item needs to be replaced due to the negligence or misconduct of Tenants, Landlord will invoice Tenants for the replacement cost of such item(s) and will replace such item(s) within a reasonable time after Tenant pays Landlord the invoiced amount. Tenant shall not remove any Furnishing or fixtures supplied by Landlord without the prior written consent of Landlord.

10. **Painting and Decoration.** Tenants shall not paint upon, attach, exhibit or display in or about the Apartment or the Building any signs or placards without written consent of Landlord. Tenants shall not alter or redecorate the Apartment without prior written consent of Landlord. All alterations to the Apartment shall remain for the benefit of Landlord, unless otherwise provided in the consent. In the event that the Tenants shall paint any portion of the Building or the Apartment without Landlord's prior written permission, Landlord reserves the right to enter the apartment on 24 hours' notice to repaint the Apartment. Landlord will invoice Tenant(s) for the cost of such repainting plus a \$50 service fee, which will be paid in full within ten (10) days after the date of the invoice. Nothing whatsoever shall be attached or affixed either to the exterior of the Building or any part thereof, whether permanent or otherwise, without written consent of Landlord. Landlord is hereby authorized to remove, at the expense of Tenant, anything so attached or affixed at any time during the Term.

11. **Use.** The Apartment herein Leased and every part thereof shall, during the Term, be used for residential purposes only by Tenants and Tenants will not permit the Apartment to be used for any immoral or unlawful purpose, or purpose that will injure the reputation of Landlord or for storage by a third party. No person who is not a "Tenant" under this Lease may occupy the Apartment for more than three (3) consecutive days nor for more than six (6) days per calendar month. In addition to other remedies reserved in this Lease, Landlord may charge Tenants a fee of up to \$100 for each day the Apartment is used for storage by non-tenants.

12. **Personal Property Insurance.** Landlord maintains insurance covering its interest in the Building, the Apartment and the Furnishings only. Landlord's insurance does NOT cover any personal property of the Tenants and it is the responsibility of the Tenant to provide insurance coverage for his or her personal property. Landlord recommends that Tenant obtain a policy of "renter's insurance" from an insurer of Tenant's choosing.

13. **Assignments, Subletting.** Tenant shall not assign this Lease, nor sublet or license the use of the Apartment or any part thereof, without prior written consent of Landlord, which may be withheld in Landlord's sole judgment. To assign, sublet or license a Tenant's interest in the Lease and/or the Apartment, the new Tenant must submit a rental application to Landlord (found on Landlord's Website). Once the application is received by Landlord, the new Tenant, the departing Tenant and the remaining Tenants must meet with Landlord to complete a "Residential Assignment" form. The new Tenant must provide all information which Landlord reasonably requests, including, without limitation, completing any background check form(s) required by Landlord. The departing Tenant must submit a Three Hundred Dollar (\$300.00) "Assignment Fee". The new tenant's application should be received by Landlord not less than thirty (30) days prior to the date the parties wish the assignment of sublet to occur. Landlord has no obligation to begin its review

process until it has received all of the foregoing items. If Landlord approves the assignment or subletting, Landlord shall retain the Assignment Fee and, as of the date specified on Landlord's written approval of the assignment or sublet, the new Tenant shall assume all of the departing Tenant's rights and obligations under the Lease and the departing Tenant and Landlord shall release each other from all rights and obligations under the Lease. If Landlord does not approve of an assignment or sublet, Landlord will provide written notice to the departing Tenant and return the Assignment Fee (less the cost of any background checks or other 3rd party fees) to the new Tenant within a reasonable period after making its determination.

14. **Abandonment of the Apartment.** If a Tenant or Tenants abandon or vacate the Apartment before the expiration of the Term, Landlord shall make reasonable efforts to re-lease the same and shall apply any rental income received to the Rent due, or to become due, on this Lease; however, Tenants shall remain liable for any deficiency and agrees to pay the same. If any Tenant leaves any property in the Apartment or in the Building, such property shall be deemed to have been abandoned and Landlord shall have the right to dispose of such property without liability in accordance with Minnesota law. Tenants shall reimburse Landlord for costs incurred in storage or disposal of such property, which may be deducted from the Security Deposit.

15. **Vacation of the Apartment.** On the Move-out Date, the Apartment and the Furnishings shall be in the condition that they were on the Move-in Date, reasonable wear and tear excepted. **Tenants agree to vacate the Apartment and return the keys to Landlord no later than 12:00 p.m. on the Move-out Date.** If all Tenants have not vacated the Apartment by such time, each Tenant remaining in the Apartment will be charged a fee equal to one hundred dollars (\$100.00) per day payable by that Tenant for each day or part thereof after the Move-out Date that he or she has not vacated the Apartment. Tenants agree that if all keys for the Apartment are not returned to Landlord by noon on the Move-out Date, Landlord shall have the right to change the door lock on the Apartment, and to charge the current replacement fees to cover the expenses associated therewith. Tenants agree that at the time the Apartment is vacated, no Tenant shall under any circumstance give any keys to any party other than Landlord. Any property that Tenant leaves in the Apartment after expiration of the Term shall be deemed to have been abandoned and Landlord may dispose of such property without notice and in accordance with Minnesota law at Tenants' expense, which amounts may be deducted from the Security Deposit in any manner Landlord reasonably determines.

16. **Substitution of Apartment.** Landlord reserves the right on seven (7) days' written notice to Tenants to substitute other premises within the Building (the "Replacement Apartment") for the Apartment. The Replacement Apartment shall be approximately equal in square footage and condition and the Rent shall remain the same. The foregoing notwithstanding, if: (i) any one or more Tenants terminates his or her occupancy of the Apartment (or is evicted) prior to the expiration of the Term, with or without Landlord's consent; and (ii) there exists Replacement Apartment in the Building that is more suitable to the number of Tenants remaining subject to this Lease, then Landlord may require the remaining Tenants to relocate to such Replacement Apartment upon seven (7) days' written notice to Tenants. Landlord will provide the Replacement Apartment to Tenants in at least as good a condition as the Apartment is on the relocation date. The remaining Tenants' Rent will be adjusted so that the total Rent payable by the Tenants is allocated in the same proportion as the Rent for the Apartment; provided that no Tenant will pay more than they paid for the Apartment.

17. **Entry by Landlord.**

a. Landlord may, at reasonable and proper times, with prior notice, enter and show the Apartment to persons wishing to rent or purchase same or to inspect the Apartment or to make such repairs as Landlord may deem necessary. Tenants agree that in the event it is necessary for Landlord to enter the Apartment for the purpose of performing emergency repairs or maintenance, then Landlord shall not be obligated to give Tenant prior notice thereof. The foregoing shall also apply to repairs requested by Tenants. Non-emergency repairs shall be made within a reasonable time after Tenants' request (contingent upon the nature and extent of the repair).

b. Landlord has a reasonable business purpose in protecting the Apartment, the Building and other tenants from disturbances or violations of the Rules and Regulations or other provisions of this Lease which are occurring within the Apartment. Minnesota Statutes Section 504B.211 provides Landlord the right to enter your Apartment upon reasonable prior notice if you are causing a disturbance in your Apartment or if Landlord has a reasonable belief that you are violating the terms of the Lease within your Apartment and also provides that Landlord may enter your Apartment WITHOUT notice in certain situations. Tenant understands and agrees that, due to the time-sensitive nature of Landlord's investigations and in light of its reasonable business purpose in protecting the Apartment, Building and other tenants, reasonable prior notice may be as little as knocking upon the Apartment door to investigate any incident.

18. **Handguns, Firearms, Hazardous Substances.** Neither Tenants nor any Tenant's guests shall possess, use or keep any handgun, firearm or weapon of any type in, on or about the Apartment; nor will Tenants or any Tenant's guest use or keep in or about the Apartment any explosive, flammable or hazardous substance or any other article or thing which would in any way make any insurance policy maintained by Landlord void or voidable or which would cause an increased or extra premium for such insurance. Notwithstanding any other provision of this Lease, the violation or breach of this term of the Lease shall immediately void the offending Tenant's right to possession of the Apartment.

19. **Drug and Drug Sales.** As provided in Minnesota Statutes Chapter 504B, the Tenants covenant and agree that neither the Apartment, nor the Building will be used by the Tenants, any Tenant's guests, or others acting under the Tenants' control to unlawfully possess, manufacture, sell, give away, barter, deliver, exchange, or distribute or possess with the intent of doing any of such thing, a controlled substance in violation of Minnesota Statutes Chapter 152. Notwithstanding any other provision of this Lease, a breach of this covenant shall immediately void the Tenants' right to possession of the Apartment.

20. **Destroyed or Untenantable Apartment.** In case the Apartment shall be partially damaged by fire, or other casualty, the Landlord shall repair them as soon as reasonably possible. In case damage is so extensive as to render the Apartment untenantable, Landlord shall provide Tenants with written notice, within a reasonable time after the casualty, that either: (i) the Lease will be terminated, retroactive to the date of the casualty; or (ii) that Landlord will promptly commence and diligently pursue completion of the repairs. In either case, the Rent shall abate from and after the date the casualty occurs and, in the case Landlord is making repairs, remain abated until the repairs are complete.

21. **Smoke Detectors.** It shall be the responsibility of the Tenants during the Term to inform the Landlord in writing of any malfunction of any smoke detectors.

22. **Joint and Several Obligations.** It is understood and agreed that each Tenant herein shall be responsible for the performance of all terms, conditions, and agreements set forth in the Lease to be performed by any Tenant including, but not limited to, the payment of Rent, and that if this Lease is executed by more than one person as Tenant, such performance shall and hereby is agreed to be joint and several in all respects and enforceable against any or all of such persons individually or together. The release of any particular person from liability under the Lease shall not affect the joint and several liability of any other person. The foregoing notwithstanding and as further set forth therein, upon completion and full execution of the attached Rental Addendum by all Tenants and Landlord, which Rental Addendum allocates the entire amount of Rent due and payable each month and the entire Security Deposit among the Tenants, the obligation of each Tenant to pay the Rent allocated to that Tenant in the Rental Addendum shall become a separate, personal obligation of each Tenant.

23. **Indemnity and Liability.** Landlord and its agents, employees and contractors shall not be liable to Tenant, or those claiming through or under Tenant, for any injury, death or property damage occurring in, on or about the Apartment or the Building due to any cause except Landlord's gross negligence or willful misconduct, and Tenant shall indemnify Landlord against, and hold Landlord harmless from liability, costs (including attorneys' fees and costs) or claims arising out of any injury, death or property damage occurring in, on or about the Apartment or the Building due to any cause except the Landlord's gross negligence or willful misconduct.
24. **Notices.** UMF-Dinnaken Housing, LLC, DBA Dinnaken Properties, 900 Washington Avenue S.E., Minneapolis, MN 55414 is the name and address of the person authorized to manage the Building, to accept service of process on behalf of the owner and to receive and give receipts for notices and demands. To the extent that notice is required to be given to Tenants hereunder, providing notice to any Tenant will be deemed to be providing notice to all of the Tenants. Notice required to be given to any Tenant will be required to be given to that Tenant to be effective. Notice is given when deposited in US Mail, when delivered to the Apartment, or when delivered in person to Tenant(s) with a signed receipt therefor.
25. **Government Rules and Ordinances.** Tenant and Landlord shall obey all laws, statutes, ordinances, lawful orders, rules and regulations of all governmental authorities, including without limitation, the provisions of the Americans with Disabilities Act and the Fair Housing Act, and Section 504, including actions taken by Landlord to comply with such laws. Any disputes relating to or arising from this Lease will be interpreted pursuant to Minnesota law and shall be venued in a court sitting in Hennepin County, Minnesota.
26. **False or Misleading Application.** Landlord, based upon statements made by each Tenant in his or her rental application or otherwise, enters into this Lease. In the event it is determined that any Tenant's statement or any part of them are not true or complete in any material way, then this Lease shall be considered breached and Landlord shall have the right, in its discretion, to evict the defaulting Tenant immediately and without prior notice.
27. **Quiet Enjoyment.** Tenants, upon payment of all of the sums referred to herein as being payable by Tenants and Tenants' performance of all Tenants' agreements contained herein and Tenants' observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Apartment for the Term.
28. **Possession.** If Landlord cannot provide possession of the Apartment to Tenant on the Move-in Date, Tenants cannot sue Landlord for any resulting damages; however, Tenants will have no obligation to pay any Rent until Tenant obtains possession of the Apartment.
29. **Lease is Subject to Mortgage.** The Apartment may be mortgaged or may be subject to a contract for deed. Tenants agree that the rights of the holder of any present or future mortgage or contract for deed are superior to Tenants' rights, if such vendor or mortgagee so elects. If requested by Landlord, Tenants agree to sign an agreement stating that a mortgagee's or vendor's rights are superior to Tenants' rights.
30. **Certificate of Rent Paid.** No certificate of rent paid will be provided to Tenant in any year when Landlord applies for and receives an exemption from payment of real estate taxes.
31. **Package Release.** As a courtesy, Landlord will accept, sign for and store packages for Tenants when delivered to the Dinnaken Reception Desk at 900 Washington Avenue SE, Minneapolis, MN by commercial delivery services (UPS, FED EX, AMAZON, etc.). Tenants hereby release Landlord from all liability for accepting and storing these items, including but not limited to loss, theft, damage, and/or lack of support for perishables.
32. **Miscellaneous.** (a) **Waiver** – Landlord's waiver of any provision of this Lease or consent or approval of any act of Tenants (or other tenants) which require Landlord's consent shall not be deemed a waiver of any rights of Landlord to enforce any provision of the Lease or shall not render unnecessary the obtaining of Landlord's consent to or approval of any third parties not under Landlord's control. (b) **Acts of Third Parties** – Landlord shall not be liable for the acts of any third parties not under Landlord's control. (c) **Descriptive Headings.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. (d) **Severability** – If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent the remainder of this Lease and the application of such provision to such other person or circumstance shall not be affected thereby, and shall be enforced to the greatest extent permitted by law. (e) **Binding Effect.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. (f) **Attorney's Fees** – Tenant shall pay Landlord all of Landlord's actual attorney's fees, costs and expenses incurred by Landlord in connections with the enforcement of this Lease. (g) **No Oral Agreements** – This Lease along with the Rules and Regulations contain the entire agreement between Landlord and Tenant. The parties may not modify or change this agreement without the written agreement signed by both Tenant and Landlord. Tenant acknowledges that there have been no representations or warranties made to Tenant except as provided in this Lease. (h) **Counterparts.** This Lease may be signed in multiple counterparts, all of which, when taken together, will be deemed to be one document. (i) **Execution Required.** This Lease is not valid unless and until executed by both Landlord and Tenants.

PERSONAL PROPERTY ADDENDUM

Below is an itemized list of the furnishings that are being provided by Landlord at the commencement of the Term.

For Dinnaken House and Argyle House Buildings

1. Twin size bed and mattress (1 per Tenant)
2. 2 Desks per bedroom
3. 2 Wardrobes per bedroom (Dinnaken House only)
4. 2 nightstands per bedroom
5. 1 Dining room table
6. Dining chairs
 - a. 4 in 2 bedroom units; or
 - b. 5 in 3 & 4 bedroom units
7. 1 Upholstered Couch
8. 1 Upholstered Chair
9. 1 Coffee table
10. 1 End table
11. Range
12. Refrigerator
13. Dishwasher
14. Microwave
15. Window Blinds

For Tairrie House and Fulton Townhome Buildings:

1. Range
2. Refrigerator
3. Dishwasher
4. Microwave
5. Window Blinds

MOVE IN CONDITION ADDENDUM