



- 1701 Elm St. SE, Minneapolis, MN 55414 Apt. No.: _____
- 1725 Elm St. SE, Minneapolis, MN 55414 Apt. No.: _____
- 1100 Como Ave. SE, Minneapolis, MN 55414 Apt. No.: _____
- 817-12th Ave. SE, Minneapolis, MN 55414 Apt. No.: _____
- 1724 Rollins Ave. SE, Minneapolis, MN 55414 Apt. No.: _____
- 1720 Rollins Ave. SE, Minneapolis, MN 55414 Apt. No.: _____
- 823 15th Ave. SE Minneapolis, MN 55414 Apt. No.: _____
- 918-17th Ave. SE, Minneapolis, MN 55414 Apt. No.: _____
- 1410 Rollins Ave. SE, Minneapolis, MN 55414 Apt. No.: _____
- 1313 Como Ave. SE, Minneapolis, MN 55414 Apt. No.: _____
- 837-15th Ave SE, Minneapolis, MN 55414 Apt. No.: _____
- 1732 Rollins Ave SE Minneapolis, MN 55414 Apt. No.: _____
- 924-17th Ave SE, Minneapolis, MN 55414 Apt. No.: _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

ALL ELMWOOD APARTMENTS AND ENTIRE PROPERTY ARE NON-SMOKING. NO DOGS.

1. NO PARTIES. Having a few friends over for socializing is normal and allowed. However, crowding an apartment with a large number of people, jamming the parking lot with visitor's cars, loud stereos, boisterous, objectionable and improper conduct, or anything that disturbs other residents or damages property or, in the opinion of management, is likely to damage property is not allowed.
2. NO BEER KEGS ALLOWED IN THE BUILDING OR ON THE PROPERTY AT ANY TIME.
3. MAXIMUM TEN (10) PERSONS IN AN APARTMENT AT ANY TIME. Lessee understands and agrees that no more than 10 persons are permitted in any apartment at any time.
4. ALL APARTMENTS ARE NON-SMOKING AND RESTRICTED DRINKING. RESIDENT AGREES TO:
 - A. No smoking in any apartment or inside any building or anywhere on the property at any time.
 - B. No abuse of alcoholic beverages. Residents with apparent alcohol addiction, in management's opinion, may be evicted at management's discretion. In case of violation of either A or B, resident agrees to accept management's discretion and judgment, and if evicted, according to the laws of Hennepin County, resident agrees to pay full amount of rent due through the final date of resident's lease term within 3 days of date of court eviction order and to vacate apartment by same date.
 - C. Drinking anywhere inside the Elmwood property lines is considered "drinking in public" and punishable under Minneapolis law.
5. IMPROPER CONDUCT, OBJECTIONABLE BEHAVIOR, VANDALOUS ACTS, ILLEGAL ACTIVITIES BY LESSEES OR THEIR GUESTS - IMMEDIATE EVICTION. Lessees who exhibit such behavior or commit such acts, or who directly or indirectly permit or condone such behavior or acts by their guests, as determined by management, may, at management's discretion, be asked to vacate his/her apartment and lessee hereby agrees to submit to such request. Lessee agrees and understands that, if asked to vacate his/her apartment on account of such behavior or acts, the full amount of rent due for the balance of the lease period, in addition to any reimbursement to pay for damages resulting from such behavior or acts, shall be paid to management, according to the terms and conditions of lease. Lessee also agrees to automatic and immediate eviction upon the occurrence of any of the following:
 - A. Recovery of any illegal substances or firearms or other weapons in lessees apartment.
 - B. Apparent habitual use of alcohol or tobacco.
 - C. Three complaints or evidence of loud music or other audio disturbances.
 - D. Two complaints regarding parties by lessees or anyone having entrance to lessee's apartment.
 - E. Two police calls to the apartment for any disturbance related to lessees or their guests.
6. STEREOS AND NOISE CONTROL. Lessee agrees to keep stereo volume and pitch controls and all other sounds and vibrations to a volume level that is not humanly audible outside the perimeter walls of resident's apartment.
7. BALCONIES. For the apartments with balcony, except bicycles and furniture of a style specifically manufactured for outdoor use as deck or balcony furniture that is in good condition, balconies may not be used to store anything. Lessee agrees to immediately remove anything on his/her balcony that management feels is unattractive. Further, lessee agrees to pay any cleaning costs (at \$25 per hour, minimum one hour) for labor costs management incurs to remove bottles, cigarette butts or any other garbage that lessee or his/her guests drop from balcony. Lessee understands that balcony cannot be used to display flags or banners.
8. GRILLS. NO grills on the balconies or anywhere on the lawn. Residents may freely use any grilling areas provided or their own grills over concrete surfaces.
9. EXERCISE EQUIPMENT. Weight benches and dart games with metal pointed darts are not permitted inside the buildings or apartments.
10. ONE RENT CHECK PER APARTMENT. Resident agrees to coordinate with roommates to provide management one rent check per month.
11. ACCEPTANCE "AS IS". Resident agrees to accept apartment in the condition and state of repair as of the first date of the lease agreement with the exception only of those items listed by resident on the Apartment Condition Acceptance Form. Lessee agrees to note any and all damages to entire interior of residence, including floors, walls, cabinets, woodwork, countertop, ceilings, fixtures, appliances, windows, window coverings, radiators, electrical devices. Resident agrees to accept and pay management's determination of the repair cost for any damages found in the leased apartment that are not listed on the Apartment Acceptance Form. If resident fails to return the signed and dated Apartment Condition Acceptance Form to management within 14 calendar days of the starting date of the lease, resident agrees to accept management's determination regarding any and all damages to the leased apartment.
12. MOTOR VEHICLES - PARKING AND REGISTRATION.
 - A. REGISTRATION. Each vehicle lessee parked at Elmwood Property must be registered with the Elmwood Office. Management reserves the right to have any vehicle towed if it is not registered. Inoperable vehicles are not allowed in the parking lot and management reserves the right to have such vehicles towed at any time.
 - B. ABSOLUTELY NO PARKING in the parking lot ENTRANCES, in the ALLEY, down the CENTER AISLE of the parking lots, or on any part of the lawn. Violators will be towed from these locations without prior warning. Management has no responsibility to notify residents whose vehicles are parked in these prohibited areas, even if residents(s) cars are properly identified.
13. PENALTIES FOR VIOLATIONS OF LEASE AGREEMENT/BUILDING RULES. Resident agrees to pay the following monetary penalties for the following infractions of the lease agreement / building rules performed by resident or any visitors/guests of resident's apartment:
 - A. Violation of rules 1, 2, 3, 4, 5 & 6, or police call to apartment: Min \$300.00 or one month's rent, at management's discretion.
 - B. Any amount of rent not paid on time: \$50.00 after the 1st of the month.
 - C. Parking violation or obstructing other vehicles, lessee or his/her visitors: \$50.00.
 - D. Jumping off or climbing balconies or windows: \$50.00.
 - E. Leaving trash in hallways or anywhere except in designated dumpster \$30.00.
 - F. Beer keg or weight bench in apartment or on balcony: \$30.00.
 - G. Cat or dog found in apartment: \$100.00 if not approved on lease.
 - H. Unregistered residents in apartment: \$100.00.
 - I. Use of "Rollerblade" style skates inside the apartment or building: \$50.00.
 - J. Bad check: \$30.00
 - K. Failure to subscribe to utility services upon lease date: \$50.00.
 - L. Remove or damage smoke detector \$100.00
 - M. More than one check for month rent: \$25.00
 - N. Unsanitary living conditions \$100
 - O. Leaving the car in the parking lot during the snow plowing: \$50.00
 - P. For failure to permit management to do the described work at the appointed time, lessor agrees to pay management \$50 per day.
 - Q. No mattresses, furniture, electronic devices in the trash containers or trash area. \$200



14. KEYS / PARKING PERMIT. All keys are the property of the building owner. Lessee agrees not to loan his / her keys to any other resident or any other person or to copy keys. Management will provide replacements for lost keys. Replacement key costs: set: \$50; building key: \$15; apartment key: \$15; mail box key: \$15. Upon vacating or sub-leasing his/her apartment, lessee agrees to return all keys directly to management.

15. LEASE TRANSFERS. With the prior approval of management, a lease transfer is possible. If lessee wishes to transfer his / her lease, lessee agrees to have the substitute resident candidate(s) contact management for application and approval. Lessee agrees that the Lease Transfer Notification Form provided by management and available to print from www.ElmwoodProperties.com is the only valid notification to management of intention to transfer a lease.

A. KEYS. If the substitute resident applicant is approved by management, he / she will receive a separate, numbered set of keys for said apartment. The resident(s) moving out must turn in his / her keys to management immediately upon vacating the apartment.

B. SECURITY DEPOSIT. Each substitute and additional resident must pay a security deposit. The resident(s) moving out will receive their security deposits after the end of the lease term or upon payment of deposit by replacement of resident, whichever comes first. The deposit will only be returned to the person who gave the funds.

C. TRANSFER FEE. If lessee vacates apartment more than 30 days in advance of lease termination date, lessee agrees to pay early vacancy fee as follows: entire apartment, \$200.00; per person, \$100.00. Prior to occupancy, if lessee wishes to cancel lease, lessee agrees to forfeit entire deposit paid.

16. SECURITY DEPOSIT. Lessee may not use security deposit to pay rent for any month. This is not an account to draw down during the lease term to pay for damages or repairs before the lease term has expired. Security deposits earn interest at the legal rate and are returned to lessee within 21 days of lease termination date. Lessee agrees management may, if necessary in the judgment of management, deduct from security deposit amounts to pay for unpaid rent or fees, legal fees, undisclosed damages and/or cleaning. If a lessee requests his / her deposit be returned before the 21st of the month following the last month of the lease agreement, lessee agrees to a temporary deduction of up to \$200, at management's discretion, to pay for any possible unpaid utilities for lessee's apartment, and any difference will be refunded by the 21st of said month.

17. LEGAL PROCEEDINGS FOR COLLECTION OF RENT OR DAMAGES. Management reserves the right to employ the full force of the law to collect any monies due under the terms of this lease agreement. Management usually files automatically in Hennepin County Conciliation Court on the 15th of the current month against residents owing rents or damages, and usually, all individual lessees are treated as a single entity in these proceedings. For each visit to the Government Center relating to a collection proceeding resulting from lessee's failure to honor the rental agreement, lessee agrees to pay management \$100.

18. REGISTERED RESIDENTS (LESSEES) VERSUS GUESTS: DEFINITIONS. Only residents registered with management may live at Elmwood. A lessee or registered resident is one who has signed a valid lease agreement. Any non-resident who, in the judgment of management, by their practice of spending repetitive nights at an apartment, shall be considered by management to be residing part or full time in an apartment. Lessee agrees to management's request to remove or restrict such guest(s) immediately, and lessee agrees to immediate eviction and cancellation of lease plus fine described in item 13 if management's request is not honored.

19. MAIL DELIVERED FOR LESSEES ONLY. Mail is delivered to Elmwood Apartments only for registered residents. Packages that do not fit in the mailboxes may shipped or delivered to the business office at 1420 Rollins Ave SE, Minneapolis, MN 55414-2349, for later pick up by resident.

20. WINDOWS. No flags, towels or blankets permitted as window coverings or balcony decorations. No signs. Lessee agrees not to hang or install window coverings without management's approval.

21. APPLIANCES / ANTENNAS. Lessee agrees he/she will not bring additional large appliances such as full-size refrigerators, stoves, air conditioners, freezers, washers, etc., into building. Lessee agrees that management has no responsibility to compensate lessee for loss of food due to failure of the provided refrigerator. Lessee agrees to pay 100% current market replacement cost, within 7 days of demand by management, for any appliance damaged during the term of this lease for his/her apartment, should any such appliance such as refrigerator, stove, air conditioner, stove vent unit, bath fan, ceiling fan, suffer damages rendering said appliance unusable or diminished in lifespan or usability in any way or amount. Lessee agrees not to install any television or radio reception equipment outside the walls of leased apartment.

22. "LOFT" STYLE BEDS. Lessee agrees that "loft" style beds in apartments will be totally freestanding and not touch or connect to the ceiling or walls.

23. ROLLERBLADES - USE PROHIBITED ANYWHERE IN BUILDINGS OR APARTMENTS. Absolutely no roller blades or similar skating devices are to be worn anywhere inside the building. No athletic activities or loitering in the halls.

24. SANITATION. Lessee agrees to:

- A. Keep his/her apartment in clean and sanitary condition. Accumulated laundry, dirty dishes, dirty floors, spilled or unsealed food, garbage and dirty bathrooms attract pests that infect the entire building. Lessee agrees that if management determines the condition of said apartment is a potential health risk to other residents in the building, and lessee fails to clean apartment, lessee agrees to pay management \$30 per hour for cleaning.
- B. Permit management to inspect his/her apartment for compliance.
- C. Vacate apartment without delay, upon request of management, if management determines that lessee's apartment is not maintained in a clean and sanitary condition. Such vacation shall not reduce resident's obligation to fulfill the terms of the lease and complete rent payments for balance of lease term.

25. NAILS, SCREWS HANGING DEVICES PERMITTED: Small nails are permitted in sheet rock. No gum or sticky substances are allowed on walls. Lessee agrees to not drive or place nails, screws or objects of any other kind into any of the walls, ceilings, woodwork, cabinets, tub surround or countertop. If any such damages occur during lease period, lessee agrees to pay for such damages in the minimum amount, as determined by management, \$10.00 each, or at a repair labor rate of \$30.00 per hour plus materials, or for the full replacement cost, as determined by management.

26. DAMAGES IN EXCESS OF NORMAL WEAR AND TEAR. Lessee agrees to pay management for any and all damages that occur to his/her apartment during lease term, whether or not caused by lessee, excluding normal wear and tear, as determined by management. Examples of damages in excess of normal wear and tear include, but are not limited to: broken windows, broken mirrors, broken or damaged light fixtures, damaged appliances, scratched cabinets, scratched or damaged appliances or countertop, damaged or scratched woodwork or doors, damaged tub surround, holes in walls larger than needed to hang pictures or decorations, damaged or destroyed window screens. Lessee agrees to pay for any damages within 10 days of request of management. For any amount not paid within 10 days, lessee agrees to pay an annual interest rate to management on the amount owing of 1.5% per month.

27. PLUGGED DRAINS. Lessee agrees to prevent plugged drains; residents are encouraged to use hair collecting filter devices over the tub drain and to refrain from placing sanitary napkins, tampons or excessive toilet paper in the toilets.

28. SNOW REMOVAL. The parking lots will be plowed after each snowfall of three (3) inches or more. Plowing will usually be done in the early evening and a notice will be posted at least 24 hours before plowing. Lessee agrees to move his/her vehicle from the parking lot prior to plowing.

29. LAUNDRY. Lessee agrees to help keep Laundry Room clean and to notify management immediately of any equipment failure. Lessee assumes full responsibility for his/her belongings placed in laundry equipment and agrees that management is not responsible for any loss or damages that may occur to said belongings as a result of placement in Elmwood laundry equipment.

30. BICYCLES. Bicycles parked against or chained to trees, fences or other building surroundings will be removed by management. Bicycles may be stored inside an apartment if they are first cleaned off, then carried inside and placed on plastic or other carpet protection. Bicycles may not be suspended from ceilings or apartment walls.

31. CLEANING APARTMENT AND MOVING OUT. Upon vacating his/her apartment, lessee agrees to clean the apartment so as to restore the apartment to the original clean condition in which he/she originally occupied it and in accordance with the Elmwood Move-Out and Cleaning Checklist available at www.ElmwoodProperties.com. Lessee agrees to vacate his/her apartment and to complete the cleaning on the Cleaning and Move-Out Checklist before 12:00 noon on the last day of the lease period. After the cleaning is completed and resident has completely moved out, Lessee agrees to notify management the apartment is empty. If lessee fails to notify management that apartment is empty, lessee agrees to accept judgment of management as to the condition of the apartment. If the apartment is not restored to its original clean condition, as determined by management, excluding normal wear and tear, but not damages, lessee agrees to employ management's cleaning services at \$30 per hour, for however many hours as required, as determined by management, minimum one hour. **NO MOVING IN OR OUT BETWEEN 10:00PM AND 8:00AM**

32. ADVANCE APARTMENT RE-CONDITIONING. Lessee agrees to permit management to paint all of the apartment or a minimum of the living room and one bedroom, and to make certain repairs as determined by management, on the date management determines is necessary, for apartment re-conditioning and preparation for the next residents to occupy the apartment. For failure to permit management to do the described work at the appointed time, lessor agrees to pay management \$30 per day.

33. PERSONAL PROPERTY. Management is not responsible for the theft or loss or disappearance of any resident's personal property, whether inside resident's apartment or anywhere on the property. Management is not responsible for loss or disappearance of residents' bicycles. **RESIDENTS ARE ENCOURAGED TO SAFEGUARD THEIR OWN POSSESSIONS, PARTICULARLY DURING MOVING.**

34. PROPERTY LEFT. Lessee agrees that lessor is not responsible for any property left in his/her apartment after 12:00 noon on the last day of this lease agreement.

35. Lessee agrees that if any maintenance or improvements to the apartment are necessary, as determined by management, lessee is not entitled to any form of rent reimbursement or other compensation for any reason of inconvenience lessee alleges resulting from said maintenance or improvements.

THIS ADDENDUM IS A PART OF THE LEASE FOR ELMWOOD PROPERTIES AND IS A LEGALLY BINDING CONTRACT OBLIGATING THE LESSEE TO MAKE MONTHLY PAYMENTS AS STATED, WHETHER YOU LIVE IN THIS APARTMENT OR NOT, AND MANAGEMENT IS EMPOWERED TO THE FULL EXTENT OF THE LAW TO ENFORCE COLLECTION ON INDIVIDUALS WHO DO NOT HONOR THIS AGREEMENT IN ALL RESPECTS.