



LEASE AGREEMENT

www.ElmwoodProperties.com

FIRST NAME: _____ LAST NAME: _____ MI: _____ Res ID: _____

FIRST NAME: _____ LAST NAME: _____ MI: _____ Res ID: _____

FIRST NAME: _____ LAST NAME: _____ MI: _____ Res ID: _____

FIRST NAME: _____ LAST NAME: _____ MI: _____ Res ID: _____

STREET ADDRESS OF PREMISES ("Apartment") (MARKED BELOW):

- | | | | |
|--|-----------------|--|-----------------|
| <input type="checkbox"/> 1701 Elm St. SE, Minneapolis, MN 55414 | Apt. No.: _____ | <input type="checkbox"/> 918-17th Ave. SE, Minneapolis, MN 55414 | Apt. No.: _____ |
| <input type="checkbox"/> 1725 Elm St. SE, Minneapolis, MN 55414 | Apt. No.: _____ | <input type="checkbox"/> 1410 Rollins Ave. SE, Minneapolis, MN 55414 | Apt. No.: _____ |
| <input type="checkbox"/> 1100 Como Ave. SE, Minneapolis, MN 55414 | Apt. No.: _____ | <input type="checkbox"/> 1313 Como Ave. SE, Minneapolis, MN 55414 | Apt. No.: _____ |
| <input type="checkbox"/> 817-12th Ave. SE, Minneapolis, MN 55414 | Apt. No.: _____ | <input type="checkbox"/> 837-15th Ave SE, Minneapolis, MN 55414 | Apt. No.: _____ |
| <input type="checkbox"/> 1724 Rollins Ave. SE, Minneapolis, MN 55414 | Apt. No.: _____ | <input type="checkbox"/> 1732 Rollins Ave SE Minneapolis, MN 55414 | Apt. No.: _____ |
| <input type="checkbox"/> 1720 Rollins Ave. SE, Minneapolis, MN 55414 | Apt. No.: _____ | <input type="checkbox"/> 924-17th Ave SE, Minneapolis, MN 55414 | Apt. No.: _____ |
| <input type="checkbox"/> 823 15th Ave. SE Minneapolis, MN 55414 | Apt. No.: _____ | <input type="checkbox"/> 1040 Como Ave SE, Minneapolis, MN 55414 | Apt. No.: _____ |

LEASE START DATE: _____ **LEASE END DATE:** _____ **NOTICE TO VACATE:** _____ DAYS before the lease end date.

MONTHLY RENT UP TO _____ RESIDENTS \$: _____ RENT FOR EACH ADDITIONAL RESIDENT \$ _____

TOTAL MONTHLY RENT

- | | | |
|-----------------------------|-----------------------------|-----------------------------|
| 1 resident \$ _____ | 2 residents \$ _____ | 3 residents \$ _____ |
| 4 residents \$ _____ | 5 residents \$ _____ | 6 residents \$ _____ |

Resident(s) agree(s) that total monthly rent will vary according to the number of residents residing in the apartment.
RENT is DUE on the 1st of every month.

UTILITIES INCLUDED IN RENT (MARKED BELOW): (Electricity Is NOT included In rent)

- GAS/HEAT WATER GARBAGE COLLECTION INTERNET # OF PARKING SPACES: _____

ADDITIONAL AGREEMENTS:

Authorized Manager of Apartment: **ELMWOOD PROPERTIES, 1420 Rollins Ave. S.E., Minneapolis, MN 55414**

ELMWOOD PROPERTIES and Resident agree to the terms of this lease and any addendum.

 Date: ____/____/____
 RESIDENT SIGNATURE

 Date: ____/____/____
 RESIDENT SIGNATURE

 Date: ____/____/____
 RESIDENT SIGNATURE

 Date: ____/____/____
 RESIDENT SIGNATURE

 Date: ____/____/____
 Management

TERMS OF THIS LEASE

A. RENT

- PAYMENT:** RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the **first day of each month** while this lease is in effect and during any extensions or renewals of this lease. Rent will be paid as required by MANAGEMENT.
- WHO IS RESPONSIBLE FOR RENT:** Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.
- DUTY TO PAY RENT AFTER EVICTION:** If RESIDENT is evicted because RESIDENT violated a term of this lease, RESIDENT must still pay the full monthly rent until: 1) the apartment is re-rented, 2) the date this lease ends, or 3) if the lease is month-to-month, the next notice period ends. If the apartment is re-rented for less than the rent due under this lease, RESIDENT will be responsible for the difference until the date this lease ends or, if the lease is month-to month, until the end of the next notice period.
- LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:** RESIDENT will pay a late fee of \$50 after the **1st** of the month. RESIDENT also will pay a late fee of \$50 for each returned check plus any bank service charges such as non-sufficient funds, plus \$30 NSF Fee.
- ONE RENT CHECK PER APARTMENT.** Resident agrees to coordinate with roommates to provide management one rent check per month.

B. USE OF APARTMENT

6. **OCCUPANCY AND USE:** Only the persons listed above as RESIDENTS may live in the apartment. Persons not listed as RESIDENTS may live in the apartment only with the prior written consent of MANAGEMENT. 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. RESIDENT agrees to management's request to remove or restrict such guest(s) immediately, and RESIDENT agrees to immediate eviction and cancellation of lease plus fine described in item 44 - H if management's request is not honored. RESIDENTS may use the apartment and utilities for normal residential purposes only.
7. **SUBLETTING:** RESIDENT may not lease the apartment to other persons (sublet), assign this lease or sell this lease without the prior written consent of MANAGEMENT.
8. **LEASE TRANSFERS.** With the prior approval of management, a lease transfer is possible. If RESIDENT wishes to transfer his / her lease, RESIDENT agrees to have the substitute resident candidate(s) contact management for application and approval. RESIDENT 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.
 - c. **TRANSFER FEE.** If RESIDENT vacates apartment more than 30 days in advance of lease termination date, RESIDENT agrees to pay early vacancy fee as follows: entire apartment, \$200.00; per person, \$100.00. **Prior to occupancy, if RESIDENT wishes to cancel lease, RESIDENT understands that their entire deposit paid may be forfeited.**
9. **RESIDENT PROMISES:** 1) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet, or to allow his/her guests to do so; 2) to use the apartment only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT'S insurance; 3) not to use or store on or near the apartment any flammable or explosive substance; 4) not to interfere in the management and operation of the apartment building.
10. **WATERBEDS:** RESIDENT may not keep a waterbed or other water-filled furniture in the apartment without the prior written consent of MANAGEMENT.
11. **PETS:** RESIDENT may not keep animals or pets of any kind in the apartment without the written consent of MANAGEMENT. **NO DOGS**

C. CONDITION OF APARTMENT

12. **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. RESIDENT 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. RESIDENT agrees that if any maintenance or improvements to the apartment are necessary, as determined by MANAGEMENT, RESIDENT is not entitled to any form of rent re-imbursement or other compensation for any reason of inconvenience RESIDENT alleges resulting from said maintenance or improvements.
13. **MANAGEMENT PROMISES:** 1) That the apartment and all common areas are fit for use as a residential premises; 2) to keep the apartment in reasonable repair and make necessary repairs within a reasonable time after written notice by RESIDENT except when damage is caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 3) to maintain the apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 4) to keep the common areas clean and in good condition.
14. **RESIDENT PROMISES:** 1) Not to damage or misuse the apartment or waste the utilities provided by MANAGEMENT or allow his/her guests to do so; 2) not to paint or wallpaper the apartment, or make any structural changes in the apartment without the prior written consent of MANAGEMENT; 3) to keep the apartment clean; 4) to give written notice to MANAGEMENT of any necessary repairs to be made; 5) to notify MANAGEMENT immediately of any conditions in the apartment that are dangerous to human health or safety, or which may damage the apartment or waste utilities provided by MANAGEMENT; 6) that when RESIDENT moves out, the apartment will be left in good condition, except for ordinary wear and tear; 7) not to remove any fixtures or furnishings supplied by MANAGEMENT without the prior written consent of MANAGEMENT.
15. **SECURITY DEPOSIT:** MANAGEMENT may keep all or part of the security deposit a) for damage to the apartment beyond ordinary wear and tear, and b) for rent or other money owed to MANAGEMENT. RESIDENT 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 RESIDENT within 21 days of lease termination date. RESIDENT 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 RESIDENT requests his / her deposit be returned before the 21st of the month following the last month of the lease agreement, RESIDENT agrees to a temporary deduction of up to \$200, at management's discretion, to pay for any possible unpaid utilities for RESIDENT's apartment, and any difference will be refunded by the 21st of said month. **ALL SECURITY DEPOSITS will only be returned to the person who gave the funds.**
16. **DESTROYED OR UNLIVEABLE APARTMENT:** If the apartment is destroyed or damaged so it is unfit to live in due to any cause, MANAGEMENT may cancel this lease immediately and may choose not to rebuild or restore the apartment. If the destruction or damage was not RESIDENT'S fault and MANAGEMENT cancels this lease, rent shall be pro-rated and the balance will be refunded to RESIDENT.

D. DURATION OF LEASE

17. **FAILURE TO GIVE POSSESSION:** If MANAGEMENT cannot provide the apartment to RESIDENT at the start of this lease, RESIDENT cannot sue MANAGEMENT for any resulting damages, but RESIDENT will not start paying rent until he/she gets possession of the apartment.
18. **MOVING OUT BEFORE LEASE ENDS:** If RESIDENT moves out of the apartment before the date this lease ends, RESIDENT is responsible for rent and any other losses or costs including court costs and attorney's fees.
19. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If RESIDENT wishes to move out of the apartment on the date this lease ends, RESIDENT must give MANAGEMENT prior written notice equal to the Notice Period. If RESIDENT fails to give proper notice, MANAGEMENT may a) extend the lease for one Notice Period and b) raise the rent. If RESIDENT stays in the apartment after the date this lease ends with the approval of MANAGEMENT, and RESIDENT and MANAGEMENT have not renewed this lease or entered into a new lease, this lease shall be extended under its original terms except a) the duration shall be changed to month-to-month, and b) MANAGEMENT may raise the rent.
20. **MOVING OUT OF THE APARTMENT:** RESIDENT will move out of the apartment when this lease ends. If RESIDENT moves out after this lease ends, RESIDENT shall be liable to MANAGEMENT for any resulting losses including rent, court costs and attorney's fees.
21. **CLEANING APARTMENT.** Upon vacating his/her apartment, RESIDENT 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. RESIDENT agrees to vacate the 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, RESIDENT agrees to notify management the apartment is empty. If RESIDENT fails to notify management that apartment is empty, RESIDENT 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, RESIDENT 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**

E. RIGHTS OF MANAGEMENT

22. **EVICTION:** If RESIDENT violates any of the terms of this lease, RESIDENT may be evicted immediately and without prior notice. If RESIDENT is evicted but does not move out voluntarily, MANAGEMENT may bring an eviction action. If RESIDENT violates a term of this lease, but MANAGEMENT does not sue or evict RESIDENT, MANAGEMENT may still sue or evict RESIDENT for any other violation of any term of this lease.
23. **ATTORNEY'S FEES:** If MANAGEMENT brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual attorney's fees and court costs even if rent is paid after the legal action is started.
24. **MANAGEMENT'S RIGHT TO ENTER:** MANAGEMENT and its authorized agents may enter the apartment at any reasonable time to inspect, improve, maintain or repair the apartment, or do other necessary work, or to show the apartment to potential new RESIDENTS or buyers.

25. **MANAGEMENT'S LEGAL RIGHTS AND REMEDIES:** MANAGEMENT may use its legal rights and remedies in any combination. By using one or more of these rights or remedies MANAGEMENT does not give up any other rights or remedies it may have.
26. **LEASE IS SUBJECT TO MORTGAGE:** The apartment building may be mortgaged or may be subject to a contract for deed. RESIDENT agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to RESIDENT'S rights. For example, if a mortgage on the apartment building is foreclosed, the person who forecloses on the apartment building may, at their option, terminate RESIDENT's lease.

F. LIABILITY OF RESIDENT AND MANAGEMENT

27. **DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:** MANAGEMENT is not responsible for any damage or injury that is done to RESIDENT or his/her property, guests or their property that was not caused by MANAGEMENT. MANAGEMENT recommends that RESIDENT obtain Renter's Insurance to protect against injuries or property damage.
28. **ACTS OF THIRD PARTIES:** MANAGEMENT is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under MANAGEMENT'S control.
29. **RESIDENT SHALL REIMBURSE MANAGEMENT FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by RESIDENT, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs MANAGEMENT has because of abandonment of the apartment or other violations of the lease by RESIDENT, such as costs for advertising the apartment; 4) all court costs and attorney's fees MANAGEMENT has in any suit for eviction, unpaid rent, or any other debt or charge.
30. **WHEN PAYMENTS ARE DUE:** Any amount owed by RESIDENT is due when MANAGEMENT asks for it. MANAGEMENT does not give up its right to any money owed by RESIDENT because of MANAGEMENT'S failure or delay in asking for any payment. MANAGEMENT can ask for any money owed by RESIDENT before or after RESIDENT moves out of the apartment.

G. MISCELLANEOUS

31. **FALSE OR MISLEADING RENTAL APPLICATION:** If MANAGEMENT determines that any oral or written statements made by RESIDENT in the rental application or otherwise are not true or complete in any way, then RESIDENT has violated this lease and may be evicted.
32. **BUILDING RULES AND ATTACHEMENTS ARE PART OF LEASE; NO ORAL AGREEMENTS:** Any attachments to this lease are a part of this lease. If a term of any attachment conflicts with any term of this lease, the attachment term will be controlling. MANAGEMENT'S building rules are a part of this lease, and MANAGEMENT may make reasonable changes in these rules at any time by giving RESIDENT written notice. No oral agreements have been made. This lease and its attachments and any other written agreements are the entire agreement between RESIDENT AND management.
33. **NOTICES:** All RESIDENTS agree that notices and demands delivered by MANAGEMENT to the Apartment are proper notice to all RESIDENTS.

H. BUILDING RULES

34. **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.
35. **NO BEER KEGS ALLOWED IN THE BUILDING OR ON THE PROPERTY AT ANY TIME.**
36. **MAXIMUM TEN (10) PERSONS IN AN APARTMENT AT ANY TIME.** RESIDENT understands and agrees that no more than 10 persons are permitted in any apartment at any time.
37. **ALL APARTMENTS ARE NON-SMOKING AND RESTRICTED DRINKING. RESIDENT AGREES TO:**
- No smoking in any apartment or inside any building or anywhere on the property at any time.
 - 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.
 - Drinking anywhere inside the Elmwood property lines is considered "drinking in public" and punishable under Minneapolis law.
38. **IMPROPER CONDUCT, OBJECTIONABLE BEHAVIOR, VANDALOUS ACTS, ILLEGAL ACTIVITIES BY RESIDENTS OR THEIR GUESTS - IMMEDIATE EVICTION.** RESIDENTs 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 RESIDENT hereby agrees to submit to such request. RESIDENT 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. RESIDENT also agrees to automatic and immediate eviction upon the occurrence of any of the following:
- Recovery of any illegal substances or firearms or other weapons in RESIDENT's apartment.
 - Apparent habitual use of alcohol or tobacco.
 - Three complaints or evidence of loud music or other audio disturbances.
 - Two complaints regarding parties by RESIDENTs or anyone having entrance to RESIDENT's apartment.
 - Two police calls to the apartment for any disturbance related to RESIDENTs or their guests.
39. **STEREOS AND NOISE CONTROL.** RESIDENT 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.
40. **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. RESIDENT agrees to immediately remove anything on his/her balcony that management feels is unattractive. Further, RESIDENT agrees to pay any cleaning costs (at \$30 per hour, minimum one hour) for labor costs management incurs to remove bottles, cigarette butts or any other garbage that RESIDENT or his/her guests drop from balcony. RESIDENT understands that balcony cannot be used to display flags or banners.
41. **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.
42. **EXERCISE EQUIPMENT.** Weight benches and dart games with metal pointed darts are not permitted inside the buildings or apartments.
43. **MOTOR VEHICLES – PARKING, REGISTRATION AND SNOW REMOVAL**
- REGISTRATION.** Each vehicle RESIDENT 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.
 - 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.
 - 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. RESIDENT agrees to move his/her vehicle from the parking lot prior to plowing.
44. **PENALTIES FOR VIOLATIONS OF LEASE AGREEMENT.** 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:
- Violation of rules 34, 35, 36, 37, 38 & 39, or police call to apartment: Min \$300.00 or one month's rent, at management's discretion.
 - Any amount of rent not paid on time: \$50.00 after the 1st of the month.
 - Parking violation or obstructing other vehicles, RESIDENT or his/her visitors: \$50.00.
 - Jumping off or climbing balconies or windows: \$50.00.
 - Leaving trash in hallways or anywhere except in designated dumpster: \$30.00.
 - Beer keg or weight bench in apartment or on balcony: \$30.00.
 - Cat or dog found in apartment: \$100.00 if not approved on lease.
 - Unregistered residents in apartment: \$100.00.
 - Bad check: \$30.00
 - Failure to subscribe to utility services upon lease date: \$50.00.
 - Remove or damage smoke detector: \$100.00
 - More than one check for month rent: \$30.00
 - Unsanitary living conditions: \$100

- n. Leaving the car in the parking lot during the snow plowing: \$50.00
- o. For failure to permit management to do the described work at the appointed time, RESIDENT agrees to pay MANAGEMENT \$50 per day.
- p. No mattresses, furniture, electronic devices in the trash containers or trash area. \$200
45. **KEYS.** All keys are the property of the building owner. RESIDENT 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: \$45; building key: \$15; apartment key: \$15; mail box key: \$15. Upon vacating or sub-leasing his/her apartment, RESIDENT agrees to return all keys directly to management.
46. **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 RESIDENTs are treated as a single entity in these proceedings. For each visit to the Government Center relating to a collection proceeding resulting from RESIDENT's failure to honor the rental agreement, RESIDENT agrees to pay management \$100.
47. **MAIL DELIVERED FOR RESIDENTS ONLY.** Mail is delivered to Elmwood Apartments only for registered residents.
48. **WINDOWS.** No flags, towels or blankets permitted as window coverings or balcony decorations. No signs. RESIDENT agrees not to hang or install window coverings without management's approval.
49. **APPLIANCES / ANTENNAS.** RESIDENT agrees he/she will not bring additional large appliances such as full-size refrigerators, stoves, air conditioners, freezers, washers, etc., into building. RESIDENT agrees that management has no responsibility to compensate RESIDENT for loss of food due to failure of the provided refrigerator. RESIDENT 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. RESIDENT agrees not to install any television or radio reception equipment outside the walls of leased apartment.
50. **"LOFT" STYLE BEDS.** RESIDENT agrees that "loft" style beds in apartments will be totally freestanding and not touch or connect to the ceiling or walls.
51. **SANITATION.** RESIDENT agrees to:
- 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. RESIDENT agrees that if management determines the condition of said apartment is a potential health risk to other residents in the building, and RESIDENT fails to clean apartment, RESIDENT agrees to pay management \$30 per hour for cleaning.
 - Permit management to inspect his/her apartment for compliance.
 - Vacate apartment without delay, upon request of management, if management determines that RESIDENT'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.
 - RESIDENT agrees that S/he has taken the necessary precautions to not bring any insects, bugs, rodents or similar that may cause infestation into the premise. If it has been found that the RESIDENT has neglected taking any of these precautions, RESIDENT may be financially liable for pest control. RESIDENT further agrees to notify MANAGEMENT in a timely manner of any pest issues.
52. **NAILS, SCREWS HANGING DEVICES PERMITTED:** Small nails are permitted in sheet rock. No gum or sticky substances are allowed on walls. RESIDENT 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, RESIDENT 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.
53. **DAMAGES IN EXCESS OF NORMAL WEAR AND TEAR.** RESIDENT agrees to pay management for any and all damages that occur to his/her apartment during lease term, whether or not caused by RESIDENT, 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. RESIDENT agrees to pay for any damages within 10 days of request of management. For any amount not paid within 10 days, RESIDENT agrees to pay an annual interest rate to management on the amount owing of 1.5% per month. If RESIDENTS has not paid MANAGEMENT for damages caused to the apartment or building before move-out, than any outstanding costs and applicable interest may be deducted from Security Deposit.
54. **PLUGGED DRAINS.** RESIDENT 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, paper towels, tampons or excessive toilet paper in the toilets. **If it is found that resident has knowingly placed the aforementioned items (or similar) in the toilets, then RESIDENT(S) may be responsible for repair costs.**
55. **LAUNDRY.** RESIDENT agrees to help keep Laundry Room clean and to notify management immediately of any equipment failure. RESIDENT 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.
56. **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.
57. **ADVANCE APARTMENT RE-CONDITIONING.** RESIDENT 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, RESIDENT agrees to pay management \$30 per day.
58. **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.
59. **INTERNET.** RESIDENT agrees to not participate in any illegal downloading of files or any other illicit activities via the internet. RESIDENT understands that these illicit activities may cause the revocation or suspension of MANAGEMENT'S internet account. If any such revocation or suspension of MANAGEMENT'S internet account occurs, MANAGEMENT will no longer provide internet and the responsibility for supplying internet shall be the sole responsibility of the RESIDENT.
60. **PROPERTY LEFT.** RESIDENT agrees that MANAGEMENT is not responsible for any property left in his/her apartment after 12:00 noon on the last day of this lease agreement.
61. **LEAD PAINT DISCLOSURE.** Housing built prior to 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Resident(s) must also receive a federally approved pamphlet on lead poisoning prevention which is accessible here anytime:
https://www.epa.gov/sites/production/files/documents/pyf_brochure_landscape_b_w_1-16-13.pdf
MANAGEMENT has no knowledge or reports of lead-based paint and/or lead-based paint hazards in the housing

Resident(s) acknowledge that they have received any copies of any reports/records pertaining to lead based paint in the housing. RESIDENT also acknowledges they have received the pamphlet "Protect Your Family from Lead in the Home." Which can be downloaded anytime at:
https://www.epa.gov/sites/production/files/documents/pyf_brochure_landscape_b_w_1-16-13.pdf

Resident Initials

ANY ADDENDUM IS PART OF THE LEASE FOR ELMWOOD PROPERTIES AND IS A LEGALLY BINDING CONTRACT OBLIGATING THE RESIDENT 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.