



**STEVEN SCOTT MANAGEMENT, INC.  
RESIDENTIAL LEASE AGREEMENT**



RESIDENT: (List all persons age 18 and older who will live in the Apartment/Townhome)

VOID

OWNER: Bierman Place LLC

STREET ADDRESS OF PREMISES: 1401 6th St SE #[APT] Minneapolis MN 55414

MOVE IN DATE: 09/01/2013

STARTING DATE OF LEASE: Noon: 09/01/2013 DATE THIS LEASE ENDS: Noon: 08/21/2014 (see D2)

NOTICE PERIOD is two calendar months from the last day of the month in which the written notice is given, unless the Lease states a different notice period.

MONTHLY APARTMENT/TOWNHOME RENT:	<u>\$ VOID.00</u>	SERVICE CHARGE: (see A4)	<u>\$ 50.00</u>
TOTAL MONTHLY RENT:	<u>\$ VOID.00</u>	LATE FEE CHARGE: (see A5)	<u>8%</u>
		PERFORMANCE DEPOSIT:	<u>\$ 300.00</u>
		PET DEPOSIT:	<u>\$ 0.00</u>
		KEY DEPOSIT	<u>\$ 0.00</u>
		GARAGE STALL #'s	

UTILITY:	GAS	WATER	ELECTRICITY	HEAT	TELEPHONE	TRASH	CABLE	INTERNET
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PAID BY:	Property	Property	Resident	Resident	Resident	Property	Property	Property
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BUILDING BUILT: POST-1978

(The following is required by Minnesota Statutes Section 504B.181). An owner of the premises or an agent is authorized to accept service of process and receive and give receipts for notices and demands. All residents agree that notices and demands delivered by authorized agent to the above referenced apartment are proper notices to residents.

**Authorized Manager of Apartment/Townhome:**  
**Steven Scott Management, Inc. 5402 Parkdale Drive, Suite 200 Minneapolis, MN 55416 (952)540-8600**

If a term or any attachment to this Lease conflicts with any terms of the Lease, the Lease terms will be controlling.  
Additional Agreements (if any):

Lease ends on August 21, 2014 - noon. Initials: \_\_\_\_\_

The Annual rent is prorated equally over 12 months beginning 9/1/2013.

Management (acting as agent for the owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this Lease. RESIDENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and discussions whether oral or written. There are no other representations or agreements among the parties except as set forth herewith. All agreements, commitments, promises or waivers pertaining to this agreement, the Apartment/Townhome and/or Residents occupancy of the Apartment/Townhome, MUST BE IN WRITING. No oral promise or waiver made by the representative of MANAGEMENT, including a property manager, is enforceable against MANAGEMENT unless reduced to writing and signed by MANAGEMENT.

\_\_\_\_\_  
VOID Signature Date

\_\_\_\_\_  
Management Signature Date

\*Where appropriate, singular terms used in this Lease include the plural and pronouns of one gender includes all genders.

**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 shall be paid to the Residential Building Manager at his or her apartment or office unless Management instructs a Resident to pay someone else. **NO CASH WILL BE ACCEPTED AT ANY TIME.** Rent will not be reduced because of unavailability of any recreational facilities, temporary unavailability of appliances or fixtures due to repairs, or facilities other than the Apartment/Townhome. Acceptance of partial payment of rent, whether current or past due amounts, does not waive Management's right to start an eviction action or to continue one that has already been started. Any amount (whether for rent or other charges) 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 payment. Management can ask for any money owed by Resident before or after Resident moves out of the Apartment/Townhome. Management may request payment in the form of a cashier's check, money order, or electronic payment. If the Resident receives a rent credit, rent concession, or incentive of any kind such as, but not limited to, lowered rent, free rent, gift certificates, or electronics and the Resident fails to fulfill the terms of the Lease, Resident will pay Management back in full the amount of any concession or incentive.
  - 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 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/Townhome is re-rented; 2) the DATE THIS LEASE ENDS; 3) if the Lease is month-to-month, the next notice period ends. If the Apartment/Townhome 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 this Lease is month-to-month, until the end of the next notice period.
  - INSUFFICIENT FUNDS TRANSACTION SUCH AS NSF OR OTHER SERVICE CHARGES:** Resident will pay the SERVICE CHARGE listed above.
  - LATE RENT SERVICE CHARGE:** If resident does not pay the full monthly rent by 12:00 midnight on the **2<sup>ND</sup> DAY OF THE MONTH**, the service charge will be 8% of the past due rent payment owed.
  - PAYMENT OF UTILITIES:** Resident must pay the utility bills that Resident is responsible for under the terms of this Lease. Failure by Resident to pay utility bills or a shut off in service to the Apartment/Townhome is a breach of this Lease. Resident shall be responsible for and shall continuously maintain uninterrupted electric service to the Apartment/Townhome and it's entrance electric service throughout the term of this agreement and until the latter of Residents move out date or the proper termination date of this Lease.
- B. USE OF APARTMENT/TOWNHOME**
- OCCUPANCY AND USE:** Only the persons listed on this Lease as Residents may live in/or regularly stay in the Apartment/Townhome or occupy it on a regular basis without the ADVANCE WRITTEN CONSENT OF MANAGEMENT. Resident may use the Apartment/Townhome and utilities for normal residential purposes only. No licensed or regularly conducted daycare, other than occasional babysitting for family members or other residents of the community is allowed. No business use, including estate sales, garage sales, party sales or other commercial activities in the Apartment/Townhome or in the common areas may take place without Management's prior written consent.
  - RESIDENTS:** Will not allow another person to occupy his/her Apartment/Townhome without a Rental Application being completed and approved by Management along with an application fee. Residents are expected to have periodic guests and visitors at their Apartment/Townhome for social and family purposes. If the number of guests and visitors is excessive in terms of total number or its tendency to disturb fellow Resident's, then Management may ask Resident to restrict or limit the number of visitors. Excessive traffic from visitors at unusual hours is a disturbance and violation of the Lease. Refer to paragraph B1. A violation of this rule will constitute a breach of the terms of Resident's tenancy and is grounds for eviction.

**3. NUMBER OF PEOPLE TO OCCUPY APARTMENT/TOWNHOME:**

**Non Student Housing:** Studio-Limit 2 People, One Bedroom-Limit 3 People, Two Bedroom-Limit 5 People, Three Bedroom-Limit 6 People, Four Bedroom-Limit 8 People.

**Student Housing:** Single Bedroom-1 Person, Double Bedroom-2 People

**4. PETS:** Residents may not keep animals or pets of any kind in the Apartment/Townhome without prior written approval of Management.

**5. ASSIGNMENT/SUBLETTING:** Resident may not lease the Apartment/Townhome to other persons (sublet), assign this Lease or sell this Lease.

**6. ILLEGAL ACTIVITIES:** UNDER MINNESOTA STATUTE 504B.171, A RESIDENT LOSES THE RIGHT TO POSSESS AN APARTMENT / TOWNHOME IF RESIDENT, RESIDENT'S FAMILY OR RESIDENT'S GUESTS ENGAGE IN AN UNLAWFUL ACT INCLUDING BUT NOT LIMITED TO: (i) ALLOWING CONTROLLED SUBSTANCES; OR (ii) ALLOWING PROSTITUTION OR LIKE ACTIVITY; OR (iii) ALLOWING THE UNLAWFUL USE OR POSSESSION OF A FIREARM; OR (iv) ALLOWING STOLEN PROPERTY IN THE APARTMENT/TOWNHOME OR COMMON AREA OF THE BUILDING.

**C. RESIDENT AND GUEST CONDUCT**

**1. RESIDENT PROMISES:** 1) not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of other residents or the rights of Management/Management Agents to peace and quiet or to allow his/her guest to do so; 2) to use the Apartment/Townhome only as a private residence and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase of premium in Management's insurance; 3) not to interfere in the management and operation of the Apartment/Townhome building; 4) to comply with all terms and any rules and regulations and community policies made by Management.

**2. GUESTS:** Resident is responsible for the conduct of any and all guests or visitors to the property.

**D. DURATION OF LEASE**

**1. FAILURE TO GIVE POSSESSION:** If Management cannot provide the Apartment/Townhome to the Resident at the start of the Lease, Resident cannot sue Management for any resulting damages, but Resident will not start paying rent until he/she gets possession of the Apartment/Townhome.

**2. NOTICE OF VACATING:** A proper written notice to vacate must be given to Management/Agent BEFORE THE FIRST DAY OF THE MONTH, AT LEAST TWO CALENDAR MONTHS PRIOR TO VACATING. All notices must comply with all terms of this Lease. Management may show the Apartment/Townhome after Management receives notice to vacate. Failure to follow this rule is a breach of this Lease and binds Resident to any and all obligations.

**3. MOVING OUT BEFORE THIS LEASE ENDS:** If Resident moves out of the Apartment/Townhome before the DATE THIS LEASE ENDS, Resident is responsible for rent and utilities for the remaining period of this Lease and any other losses or costs including court costs and attorney's fees.

**4. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If Resident wishes to move out of the Apartment/Townhome 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 1) extend the Lease for one NOTICE PERIOD and 2) raise the rent. If Resident stays in the Apartment/Townhome 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, the Lease shall be extended under its original terms except; 1) the duration shall be changed to a two calendar month NOTICE PERIOD, and 2) Management may raise the rent.

**5. TERMINATION AND ALTERATION OF "MONTH-TO-MONTH" LEASE:** When the Lease is month-to-month, Management and Resident may terminate the Lease only by giving the other party written notice equal to the NOTICE PERIOD. A notice to cancel a Lease is effective on the last day of the month. Management may change any of the terms of a "month-to-month" Lease, including the amount of rent, by giving Resident written notice at least equal to the \*NOTICE PERIOD.

**6. MOVING OUT OF THE APARTMENT/TOWNHOME:** Resident will move out of the Apartment/Townhome no later than **12:00 Noon** on the day 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. An additional charge of \$35.00 per hour will be assessed for each hour the Resident holds over after 12:00 noon.

**7. WHEN THIS LEASE ENDS:** Resident agrees to fulfill the obligations stated in the Performance Deposit Agreement.

**E. RIGHTS OF MANAGEMENT**

**1. EVICTION:** Being evicted is a serious matter. If Resident violates any terms of this Lease, Community Policies, rules or addendums hereto, Resident may be evicted immediately and without prior notice. If Resident does not move out voluntarily, Management may bring an eviction action. Upon eviction, Management can retake possession of the Apartment/Townhome without giving up any right to require Resident to pay rent for the remaining period of this Lease. 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. Any material violation of your Lease or Rules, or repeated minor violations of your Lease or Rules, can be grounds for a Lease termination and eviction.

**2. ATTORNEY'S FEES:** In any action to enforce the terms of this lease, Management shall be entitled to bill and collect from Resident it's actual attorneys' fees and costs, to the extent that such attorneys' fees and costs have been paid by Management, whether or not a court case or collection action has been filed. If a court action, including an eviction, is brought to enforce the terms of this lease, the prevailing party may recover reasonable attorneys' fees but only to the extent that such party has actually paid attorneys' fees and is seeking a reimbursement.

**3. MANAGEMENT'S RIGHT TO ENTER:** Management and its authorized agents may enter the Apartment/Townhome at any reasonable time to inspect, improve, maintain or repair the Apartment/Townhome, or to do other necessary work, or to show the Apartment/Townhome to lenders, insurance companies, monitoring agencies or potential new residents or buyers. In accordance with the Tenants Right to Privacy Statute, Management shall make a good faith effort to give Resident reasonable advance notice of Management's intent to enter except in the case of an emergency. A request by Resident for work, repairs, or service in the Apartment/Townhome shall constitute notice to Resident that Management intends to enter the Apartment/Townhome for purposes of responding to such request. If Management enters without prior notice when Resident is not present, Management shall disclose the entry by placing a written disclosure of the entry in a conspicuous place on the premises. Every occupant of the Apartment/Townhome must give the owner or Management or his agents or employees access to any part of the Apartment/Townhome at all reasonable times for the purpose of performing an inspection and performing maintenance or making repairs/alterations, including pest control, that are necessary to comply with local, state, and federal codes or regulations, or to carry out Management's maintenance, repairs, and extermination programs.

**4. MANAGEMENT'S LEGAL RIGHTS AND REMEDIES AND NON-WAIVER:** 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. Management's rights against Resident shall not be waived without an express written agreement from Management. No delay in enforcing Management's rights under this Lease, or acceptance of rent, shall constitute a waiver. Resident's obligation to pay rent under this Lease is independent of the other obligations of Resident. Management's acceptance of rent, with or without full and complete knowledge of any breach of this Lease or the rules by Resident, shall not be a bar to a subsequent action by Management to evict Resident and no waiver of any rights by Management shall be found by any court without an express written waiver.

**5. INCOME DISCLOSURE:** Management may be required to collect and/or maintain Resident income/asset information on a periodic or regular basis for the purpose of reporting to owners, mortgage companies, government agencies, or other agencies such as with IRS, Section 42, bond financing, or state real estate tax programs. Resident agrees to make his/her annual gross income and all applicable financial information available to Management upon request. Failure by Resident to comply and provide any and all financial information will be cause for immediate eviction.

**6. RULE CHANGES:** Management reserves the right to establish rules and regulations for occupancy and use of property. Community Policies are considered a part of this Lease Agreement and these policies can be revised, amended or updated from time to time and a violation of the policies will be treated the same as a Lease violation.

**7. RESIDENT NOTICES:** All Residents agree that notices and demands delivered by hand or sent electronically by Management are proper notice to Resident.

**8. COMMUNITY NOTICES:** All notices posted in the common areas by Management are considered proper notices to all Residents.

**F. LIABILITY OF RESIDENT AND MANAGEMENT**

**1. DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:** Management is not responsible for any damage or injury that is done to Resident, his/her property, guests, third parties or their property while the person or property was in or on the Apartment/Townhome, detached garage, underground parking, parking lot, or any location on the premises or the common areas while this Lease is in effect. Resident will protect Management from all claims, suits or losses due to any damage or injury to Resident or his/her property, Resident's guests or a third party of their property. Resident will reimburse Management for any and all costs Management may pay due to any claim or suit because of an injury or damage to any persons or their property that occurs while the person or property is in or on the Apartment/Townhome or common areas.

**2. RENTER'S INSURANCE:** Resident agrees to purchase and maintain renter's insurance as it pertains to the lease agreement between the parties that includes a minimum of \$50,000 in liability coverage. Tenants/Renters/Homeowners Insurance Form HO-4, with an insurance carrier duly licensed in the State of the location of the leased premises, during the entire term of this Lease and any subsequent periods to protect against injuries or property damage and rent loss. Resident must purchase and provide Management with proof of renters insurance in accordance with the terms and conditions of this lease in the form of a Certificate of Insurance. Failure to have and maintain insurance is a material violation of this lease and grounds for an eviction action. If Management starts an eviction, Resident cannot cure or stop the action by subsequently purchasing insurance. This requirement is in place to protect Management and the Owner. Resident may bring no suit or claim against Management for a failure by another resident to have liability insurance that might compensate Resident for damage or loss caused by another Resident. Resident is advised that Management's liability insurance does not protect Resident or Residents personal property against loss or damage caused by loss or casualty or the wrongful acts of any third party, or provide Resident with moving expenses or temporary lodging in the event of any accident or casualty that interrupts Resident's use of the Apartment/Townhome or requires Resident to vacate. This provision does not apply to any properties that are regulated by Section 42 of the internal revenue code, but is strongly recommended.

**3. RESIDENT SHALL BE RESPONSIBLE FOR AND SHALL IMMEDIATELY PAY FOR:** a) any loss, property damage or cost of repair or service, including plumbing problems, to the premises in which the Apartment/Townhome is located caused by Resident or Resident's guests or current or former associates, invitees, roommates or relatives of Resident, b) any loss or damage caused by doors or windows being left open, c) all costs Management has because of abandonment of the Apartment/Townhome or other violations of the Lease by Resident, such as costs for advertising the Apartment/Townhome, d) all court costs and attorney's fees Management is entitled under paragraph E2 of the parties Residential Lease, e) any loss or property damage to the Apartment/Townhome, including the entrance door and frame, or anywhere on the premises caused by a law enforcement agency or any other third party, whether legally or illegally, occasioned by any activity, status or conduct, either current or past, of Resident or Resident's guests or of current or former associates, invitees, roommates or relatives of Resident whether or not the suspected activity, status or conduct is proven or results in a conviction.

**4. 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).

**G. CONDITION OF APARTMENT/TOWNHOME**

**1. MANAGEMENT PROMISES:** a) that the Apartment/Townhome and all common areas are fit for use as residential premises, b) to keep the Apartment/Townhome in reasonable repair and to maintain it in compliance with applicable health and safety codes except when the disrepair or violation of the health and safety codes have been caused by the intentional or negligent conduct of the Resident or his/her guest, c) to keep the common areas clean and in good condition.

**2. RESIDENT PROMISES:** a) not to damage or misuse the Apartment/Townhome or waste the utilities provided by Management or allow his/her guests to do so, b) not to paint or wallpaper the Apartment/Townhome or make any alterations or structural changes to the inside or outside of the Apartment/Townhome without prior written consent of Management, c) to keep the Apartment/Townhome in a clean and sanitary condition in compliance with all applicable health, safety and sanitary codes or regulations, d) to give written notice to Management of any necessary repairs to be made, e) to notify Management immediately of any conditions in the Apartment/Townhome or common area that are dangerous to human health or safety or which may damage the Apartment/Townhome or waste the utilities provided by Management, f) that when Resident moves out, the Apartment/Townhome will be left in as good of condition as the Apartment/Townhome was when the Resident moved in, except for ordinary wear and tear, g) not to remove or disconnect any fixture or furnishings supplied by Management including smoke detectors/carbon monoxide detectors without the prior written consent of Management. Resident agrees to fully comply with any and all extermination programs and/or treatments.

**3. DESTROYED OR UNLIVABLE APARTMENT/TOWNHOME:** If the Apartment/Townhome is destroyed or damaged so it is unfit to live in due to any cause, Management may immediately cancel this Lease with no further obligation. If the destruction or damages were not Resident's fault and Management cancels this Lease, rent shall be prorated and the balance will be refunded to Resident.