

Apartment Management Co., LLC (the mgmt. co.)

2905 East Dean Parkway
Minneapolis, MN 55416-4424
612-922-4312 or 612-926-RENT

Bldg. Letter & Apt. #

(Use in upper Left hand corner of rental checks)

Make checks payable to:

(Building Owner)

Apartments of Distinction in the Minneapolis Lake Areas

Rental Application and Agreement (consisting of 2 sides)

Name Today's Present
Date Phone#

Present How Present Phone#
Address Long Landlord

Previous How Previous Phone#
Address Long Landlord

Auto model/Color Lic. Plate #
Auto brand/Year & State

Employer Address Work #

Position How Long? Supvr. Tel. #

In case of emergency, please notify: (parents/relatives)
Name Address Tel. #

Name Address Tel. #

How did you hear about us? SS# Birth Date # of unlawful
detainers since '00

RENTAL AGREEMENT

Married to Roommate?
Max. # of occupants
for listed rent

I agree to rent apt. # located @

"Initial rental period" from to @ rate of \$ /Month + elec. & phone

Parking @ \$ /mo. Opener Deposit \$ Gar./Stall # Key # Locker #

Additional terms/comments

RENTAL TERM INCLUDING DEFINITIONS

The "Initial Rental Period" of months is the term and time necessary for resident to live in and rent, and be able to receive full security deposit refund including interest.

- RENTER'S INSURANCE AND LIABILITY INSURANCE including "Owners, Landlord & Tenants Policy" is management recommended for resident's financial protection.
PER MN STATUTE 504B.181, service of court papers or demand can be made to owner/MANAGEMENT @ address of Mgmt. listed at top of agreement, c/o Stan Kagin, Mgr.
RESIDENT ACCEPTS APARTMENT IN "AS IS" CONDITION, except for any written stipulations signed by Management for which the rental agreement is signed.

TERMS AND CONDITIONS

If res. provides FALSE INFORMATION, this rental agreement may be cancelled at Mgmt. option, and resident(s) caused to leave the apartment within min. 30 day notice. All contractual obligations remain. This Application and Rental Agreement must be signed and approved by Management's business officer.

COPY of Resident's Legal Rights including MN Statutes is available at main office during business hours and upon advance notice or may be obtained from the State Attorney General's office (1400 NCL Tower, 445 Minnesota Street, St. Paul, MN 55101, 651-296-3353).

NO WARRANTIES on equipment/appliances, implied or otherwise for continued function as needed by the resident. Resident will not hold landlord responsible for any damages as a result of non-functioning equipment unless negligence is shown in a Court of Law. Surface wired phone jack extensions not warranted. Storage locker availability is not guaranteed. Parking stalls not guaranteed.

RENT is due in Management's office by the first of each month by check or money order only. No cash. A late fee of \$35 is added to rent not received in full in the office by the 4th day of the month or posted by the 1st. A second additional late fee of \$15 is added after the 9th day of the month. There is a \$15 charge for any returned checks; plus returned checks from banks are considered late rent.

Resident(s) must VACATE apt. by noon, the last day of the month. Resident must leave apt. in clean condition and return all keys and leave forwarding addresses (not P.O. boxes) left with the Management office. Mgmt. will provide a "How to Clean" notice upon Management receiving res. termination notice.

Applying res. signature(s) below gives Apartment Management Company permission to perform a background/credit check and verify the information applicants have provided in this Application/ Rental Agreement, and after vacating, gives management company right use to the above information to locate and collect debts. Resident agrees to follow the terms of this Agreement, which is an agreement between the owner and the resident, and be responsible to pay Mgt. Co. for damages.

Signature of Applying Resident

Signature of Applying Resident

Addendum included

Mgmt. Co. Officer Approval

Date given/mailed to resident on by

FORM C

Table with 2 columns: Description and Amount. Rows include SECURITY & CLEANING DEPOSIT, GARAGE OPENER DEPOSIT, FIRST MONTH'S RENT, TOTAL, LESS DEPOSIT W/APPLICATION, BALANCE DUE.

RESIDENT REQUIREMENTS REGARDING SECURITY DEPOSIT AND NOTICE

SECURITY DEPOSIT (S/D) is due when resident applies for an apartment. If resident and management agree to delay payment of S/D, then 1st dollars received from applicant go toward S/D until paid in full. Interest on S/D money begins after entire S/D is paid in full. S/D returned if application is not accepted. If S/D check funds are not available Mgt. may terminate or enforce rental agreement at Mgr.'s discretion effective with written notice to the applicant. There will be deductions for, but not limited to, apartment restoration beyond normal wear and tear, lost keys, lost entry cards, damage to building. Unlawful Detainer costs, smoke-damages, disturbing odors, etc. Applicant acknowledges that pre-lease deposit submitted with application will be returned within seven (7) days if the application is not accepted. If application is accepted, pre-lease deposit will be applied to the required security deposit amount.

If notice is given for a date prior to the end of the "Initial Rental Period" or in a "Locked-In Period" of time and is given as "proper notice" (See PROPER NOTICE), resident is liable to landlord for all deductions, and not limited to: all costs of re-renting, advertising (\$30 minimum), redecorating, bookkeeping fee, rent during the Notice Period and discounts or concessions given in connection with the rental and rent to end of period. If costs exceed the S/D, resident(s) can be held liable for the excess. Minnesota Statute 504B.178 states that S/D cannot be used by the resident for last month's rent and forwarding address must be given to Management for S/D to be sent.

PROPER NOTICE to terminate Agreement is written notice to be received by Apartment Management Co., LLC prior to 40 days before the last day of the termination month provided the "Locked-in Period" and the "Initial Rental Period" is ended. Residents, when "Locked-in Period" and "Initial Rental Period" has ended, are on a month-to-month basis, excepting the giving of a 40 day written "proper notice" to terminate Agreement. During the "Locked-in Period" and the "Initial Rental Period," no rent increases will be given, no vacating allowed, and the Rental Agreement will not be terminated except for violation of this Agreement or law. Termination for violations does not cancel resident's contractual obligations. Vacate notices from Management to residents will follow the same time requirements.

GARAGES, if rented, become part of Rental Agreement and notice to terminate one is to terminate both, unless there is a written mutual agreement. NO AUTO REPAIRS/OIL CHANGES to be performed anywhere on premises. Auto leaks must be cleaned up by resident immediately and leaks repaired prior to continuance of parking in the garage and exterior parking. Refusal at mgt. option, leads to loss of garage use w/o canceling other contractual duties. All vehicles must be operable and properly licensed at all times or vehicle can be towed per ordinance 538.80. Leaks from auto causing clean-up are at res. exp.

ALL ROOMMATES are responsible for the Rental Agreement, each and/or all individually and together. If a roommate gives proper notice, other roommate(s) must replace that portion of S/D immediately, so that total S/D remains in effect. Residents allowing person(s) not listed on Rental Agreement to stay in apartment more than 10 days OR SUBLETTING of apartment are in CONTRACT VIOLATION, and are considered a res. at an additional cost.

DAMAGE/RESPONSIBILITY. Light bulb and fuse replacement is responsibility of resident unless fault of building system. Residents are fully responsible and liable for damages caused by themselves, their family, guests, pets, etc., including, but not limited to carpet burns, pet dander, stains, odors not removable within 72 hours, failure to clean, physical damage to the building or its property, attorney fees for enforcing the Rental Agreement, all court fees, all collections, costs, and damages due to neglect in reporting problem to Mgmt. office. Payment for damages and service calls necessitated by resident/guest actions during residency are due and payable within 10 days of billing. Resident puncturing refrigerator due to improper defrosting/cleaning, etc., is responsible for replacement cost of equal quality and brand of appliance. Damages based upon replacement cost, if repair cannot become a part of the original, both cosmetically and structurally. Residents are responsible for heat loss if they fail to close all windows and storms during the heating season incurs a charge of \$3.00/day during heat loss + service call to close windows. Residents with building thermostats in their apartments are responsible for \$15/day, or part thereof, heat bill for failure to close storm and inner windows, + service call to close windows. Residents agree for Mgt. Co. to replace carpeting/re-varnish floor and paint walls/ceilings at resident's cost if a pet is brought into apartment. Residents agree that not using A/C covers on non-window A/C's is the same as leaving windows open. Lack of proper wood floor coverage is abnormal wear and tear and is chargeable at 10% of resanding cost and min. of \$100.00.

RESIDENT(S) AGREE TO FOLLOW THESE TERMS AND CONDITIONS (CONT.)

COMPLIANCE with all existing laws and ordinances affecting building is required

NO WATERBEDS allowed in the building

NO SMOKING/DRINKING alcohol in common areas of building/social room.

NO LOCK CHANGES/ADDITIONS to apartment/building by resident's decision.

NO OPEN STORM WINDOWS OR INSIDE WINDOWS in heating season per ordinance 244.720.

NO KITCHEN GARBAGE BUILDUP allowed per ordinance #244.700.

NO SMOKE DETECTOR disconnection allowed.

REFRIGERATOR/FREEZER DEFROSTING required prior to 1/2" of ice buildup.

NO DRANO-LIKE products used by residents to unplug drains.

NO KEYS to building/apartment given by resident to non-residents.

FIRST MONTHS RENT in good funds required before move-in

NO GRILLING within 30 feet of building

NO SHOWERHEAD REPLACEMENT, there shall be a \$50 charge for water consumption and re-replacement of approved style.

Residents agree to RETARD & PREVENT DAMPNESS/MOLD conditions, i.e. moisture on window or bathroom surfaces. Residents responsible to notify office immediately of water leak in area of control or use; or if evidence of mildew-like growth occurs; and to remove same if removable by household cleaners.

SATELLITE DISHES are allowed per FCC/management's written directions; proper installation, maintenance, removal and supervision required, all at the resident's cost; or in resident "exclusive use area."

VIOLATING TERMS of this Rental Agreement may cause termination (RE-ENTRY) and/or eviction of resident(s) without prior notice. Resident is still bound by other terms of Rental Agreement.

RESIDENTS CANNOT PREVENT MANAGEMENT from performing its normal operations, including pest control, maintenance/repair.

NOTICES are properly given to resident by leaving a copy under apartment door and are effective immediately.

RESIDENTS WILL COMPLY WITH BUILDING RULES as they are part of this Agreement, which can be changed from time to time.

RESIDENTS CAUSING DISRUPTION OR DISTURBANCES to others violate this Rental Agreement.

NO PAINTING/PATCHING of holes/wallpapering/gluing/taping to walls or use of contact paper by resident(s) allowed AND only small nail holes are allowed in walls/nothing over 25 lbs. hung from walls.

NO AIR CONDITIONERS allowed in windows from October 1 to April 1. During summer season, A/C installation to have A/C tipped outward and downward and to have storm placed down upon A/C unit. (Ask office for A/C installation instructions prior to purchase or installation. A/C recommendation under 10 amps.) A/C must not sit on window frame, and must follow ofc. instr. policy.

WOOD FLOORS must be covered (75% minimum) by area rugs/carpets, particularly in traffic and furniture areas within one (1) week of move in.

ALL SHOWER RODS must have standardized shower curtains, some bathrooms requiring two, (if window in tub area) and (if two rods exist) damages at res. cost.

MAINTENANCE REQUESTS— Notify Management office in writing with maintenance requests in early A.M. if possible, or the first chance you get during business hours. If an emergency occurs, call Mgmt. office immediately, or res. mgr. if Management Co. does not respond immediately. Call 911 first if life threatening condition exists or if other residents, non-residents are a problem. Damages caused by resident neglect are chargeable to resident. If maint. request not completed promptly, resident must send it to office in writing. Lack of completing necessary repairs is not grounds for rent withholding.

MATTRESSES, COUCHES, FURNITURE disposed at building dumpsters at resident's expense. This also includes electronics, hazardous waste, carpet and computers.

RESIDENTS PAYING LATE RENT after 4th of month can be required by management to pay by cashier's check or money order. Management may terminate lease with min 1 calendar month proper notice if two late rents causing late fees in 6 month period. Early lease termination accelerates rent balance to day of termination. Any duplicate rent received will be refunded.

MANAGEMENT/OWNER RIGHTS

RESIDENT WAIVER—Prior to or after commencement of an action to recover possession for nonpayment of rent, parties agree that partial payment of rent, accepted by landlord prior to issuances of the order granting restitution of premises (504B.291) may be applied to balance due and does not waive landlord's action to recover possession of premises for nonpayment of rent.

RIGHT OF ENTRY—Management and it's authorized agents, have the right to enter the apartment at any reasonable time to inspect, improve, maintain or repair the apartment and to show the apartment after termination notice has been given by either party. Upon either party receiving termination notice, the apartment will be shown to prospective residents between the hours of 9 A.M. and 8 P.M. Prevention after notice by resident of Management showing the apartment to a prospective resident can result in current resident's liability, at Mgmt. discretion, for an additional notice period. Resident will be notified of this liability.

OWNER'S OR MGMT'S LIABILITY – Owner or Mgr. will not be liable for any damages/losses to resident or resident's guests of their property due to, but not limited to, utility loss, water leaks, fire, or other disasters, including property in lockers and common areas, unless negligence shown in court of law.

INVALID PROVISIONS—If any of the terms or conditions of this Rental Agreement does not comply with applicable State law, the other terms or conditions of this Agreement will still be valid.

LAWFUL SEIZURE FROM ANY APARTMENT of any illegal object or substance totaling at least \$100.00 constitutes unlawful possession by the resident, and yields termination of Rental Agreement.

NON-RENEWAL of rental agreement with "proper notice" is right of management in its full discretion.

If apartment is destroyed or unfit to live in due to any cause, Management may cancel Rental Agreement immediately and rent balance proration will be added to Security Deposit.

If Management can't turn over the apartment at the beginning date of Rental Agreement, new resident cannot sue for damages, and Management agrees not to charge new resident. Resident moving out late can be held liable to new resident and landlord for damages, including rent, court fees, attorneys fees, and costs incurred by new resident.

Management/Owner not responsible for damages or injury done to residents, their guests/resident's property, for acts of third parties, loss or damage of premise from interruption of utilities or factors beyond Management's control.

FEES AND CHARGES

\$50 for each non-returned parking permit decal.

\$35 bookkeeping fee on re-rentals within Initial Rental Period.

\$22 per hr. cleaning fee, min. or cost there of.

\$70/hr (1hr. min.) + parts during non-ofc. hrs for service call requested by or due to residents action.

30/hr (1 hr. min) + parts during hrs. for service call requested by due to resident's action.

\$10 each CRP replacement or returned check fee.

\$25 min. per courthouse visit/appearance by Management Co. or owner.

\$60 charge for replacement key picked up and paid for at office during non-office

\$60 com. at min. (or cost, if higher) repayment if move-out during Initial Rental Period.

\$60 for each lock change for non-return of all original keys.