

UNIVERSITY VILLAGE TOWNHOMES
RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

Revised 2017

Received from _____ hereinafter referred to as Resident, the sum of \$ _____, evidenced by _____, as a deposit which, upon acceptance of this rental agreement, the Owner of the Premises, hereinafter referred to as Management, shall apply said deposit as follows:

	DEPOSIT RECEIVED	BALANCE DUE	ON OR PRIOR TO
Last month's rent for the month of _____ 20 _____	\$ _____	\$ _____	_____ 20 _____
Security deposit (not applicable toward the last month's rent)	\$ _____	\$ _____	_____ 20 _____
Application fee (non-refundable) _____	\$ _____	\$ _____	_____ 20 _____
Other _____	\$ _____	\$ _____	_____ 20 _____
Total	\$ _____	\$ _____	

In the event this agreement is not accepted by Management or its authorized agent, the total deposit received shall be refunded.

Resident hereby agrees to rent from Management Bldg. # _____ Unit # _____ Bedroom # _____ hereinafter referred to as Premises, at University Village Townhomes (see building addresses at bottom of reverse side) located in St. Cloud, Sherburne County, Minnesota upon the following terms and conditions:

TERM/RENT: Lease; from _____ 20 _____ through _____ 20 _____ at a rent of \$ _____ per month.

RENT CHECKS payable to UNIVERSITY VILLAGE TOWNHOMES should include Bldg., Unit, & Bedroom # as above, and may be delivered or sent to UVT Management at 1812 16th St. SE, Apt. 5, St. Cloud, MN 56304, or placed in drop boxes provided in each building.

MONTHLY RENT shall be payable in advance on or before the first (1st) day of each calendar month during the term outlined above, except for the first and last month's rent, which shall be due one or two months prior to the beginning date of the lease. For purposes of this agreement, the last month shall be considered a full month and, as such, shall require the payment of a full month's rent! Rent may be paid in advance, at the option of the Resident.

SECURITY DEPOSIT: The security deposit set forth herein, if any, shall secure the performance of the Resident's obligations hereunder. Management may keep all or a portion of the deposit, a) for damages to the Premises beyond fair wear and tear, and b) for rent or other money owed to Management hereunder. Resident shall not have the right to apply the security deposit toward payment of the last month's rent or toward any other charges or fees incurred during the course of this agreement! The balance of the deposit shall be refunded within three (3) weeks of the expiration of the lease, less a Common Area Maintenance (CAM) charge of \$10 per Resident per quarter (a quarter shall refer to each 3 month period beginning Jun 1, Sep 1, Dec 1, & Mar 1) or portion of a quarter's occupancy, together with statutory interest and a statement showing any additional charges made against the deposit by Management, which will be forwarded to the Resident's home address. In the event that the Resident fails to move into or declines to take possession of the Premises after he/she has been accepted, the security deposit will be forfeited.

UTILITIES: Management shall provide and pay for heat, water, sewer, and normal refuse service. It shall be the sole responsibility of the Resident to make arrangements for the connection and payment for any other utilities and/or services such as electricity, cable, internet and phone. Any Resident who contracts for a private phone line will incur a charge from Management to restore the unit's wiring to its original condition at the end of the lease.

UNIT: In the event that any vacancy occurs (including a "no show") in the unit identified herein during the term of this lease, Management may, at its option, move the Resident to another bedroom within the unit or to another unit within the complex, provided it is done at no cost to the Resident.

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between Management and each signatory individually and severally. In the event of a default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

USE: The Premises shall be used exclusively as a residence for no more than _____ person(s). Guests staying more than a total of three (3) days in any calendar year will be considered occupants, in violation of the city's ordinance regarding the maximum number of occupants allowed per unit.

ORDINANCES AND STATUTES: Resident shall comply with all statutes, ordinances and requirements of all city, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Premises. Any conduct violating any City of St. Cloud ordinance prohibiting noise or parties shall constitute a material breach of this agreement and be grounds for the termination of the agreement. The remedies provided for in the section entitled "Eviction Policy" shall be available to Management.

In addition, Resident shall indemnify Management against any fines or penalties imposed as a result of Resident's actions, to include any reasonable attorney's fees.

MOVE-IN CHECKLIST: The first Resident(s) of each unit to arrive shall conduct an inspection of the unit prior to moving in. Deficiencies, if any, will be noted at this time on a Move-in Checklist to be signed and returned to the office by one or more of the Residents of the unit. It is agreed that this checklist will establish the condition of the unit upon occupancy, and that its terms shall be binding on all Residents of the unit!

PERSONAL PROPERTY: All personal property of the Resident upon the Premises shall be there at the risk of the Resident only, and Management shall not be liable for any damage thereto or theft thereof. Resident is therefor strongly advised to secure and maintain a renter's insurance policy to cover the Resident's personal property.

POSSESSION: If Management is unable to deliver possession of the Premises at the commencement hereof, Management shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Resident shall not be liable for any rent until possession is delivered.

RIGHT OF ENTRY: Management or its agents may enter the Premises at any reasonable time for the purpose of making repairs, alterations, improvements, supplying necessary or agreed services, exhibiting the Premises to prospective Residents, purchasers, mortgages, workmen or contractors or for general inspection with regard to compliance with the terms and conditions of this lease (e.g. parties, noise violations).

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. Residents will be held liable for the actions of their guests.

DAMAGE TO PREMISES: If the Premises are so damaged by fire or from any other cause as to render them unrentable, then either party shall have the right to terminate this agreement as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of the Resident, or its invitees, then Management only shall have the right to termination. Should this right be exercised by either Management or Resident, then the rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to the Resident. If this lease is not terminated, then Management shall promptly repair the Premises and there shall be a proportionate deduction of rent until the Premises are repaired and ready for the Resident's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with the Resident's reasonable use of the Premises.

INTERRUPTION: Management does not warrant that the services or appliances referred to in this lease will be free from interruption due to causes beyond the reasonable control of Management. Any such interruption of service or malfunction of appliance shall never be deemed to be an eviction or disturbance of Resident's use and possession of the Premises or render Management liable to the Resident for damages by abatement of rent or otherwise relieve Resident from the performance of his obligations under this lease.

SUBORDINATION: This lease is subject to all present or future mortgages or trust deeds affecting the Premises and Resident hereby appoints Management as Attorney-in-fact to execute and deliver any and all necessary documents to subordinate this lease to any present mortgages or trust deeds affecting the Premises.

REFUSE: All trash and garbage are to be sealed in plastic bags and placed inside dumpsters provided. All boxes should be flattened before disposal. Any large items such as furniture or restricted items such as tires shall be disposed of at the Resident's expense!

ADDITIONAL TERMS AND CONDITIONS: _____

_____ and reverse side of this agreement.

I, the undersigned Resident, hereby acknowledge receipt of a copy of this lease agreement, understand all its terms and conditions, and agree to abide by them for the term of this agreement.

DATED: _____

BY _____
RESIDENT

ACCEPTED BY _____
UVT Management - Andy, Clay or Janice Anderson - 320-252-2633
www.uvtownhomes.com

ADDITIONAL TERMS AND CONDITIONS

FEES AND CHARGES:

Pet Fee -	\$ 25.00	per sighting of a pet on the Premises
Late Fee -	\$ 25.00	for each month that a Residents account is delinquent in payment of Rent, Fees, or Charges after midnight on the 5th of that month; due & payable upon the receipt a Past Due Notice
Key In Fees -	\$ 10.00	for each door Management has to open after business hours, weekends and holidays
	\$ 15.00	for the replacement of a bedroom/mailbox key
	\$ 20.00	for the replacement of a combination entrance/bedroom key
Garbage Fee	\$ 10.00	<u>per bag left outside of unit or in laundry room; not in dumpster</u>
Bounced Check Charge	\$ 25.00	for each dishonored check - payments subsequent to a bounded check will have to be made by money order or certified check
Private Phone Line Charge	\$ 50.00	to restore unit's wiring to original for any Resident who contracts for and has a private phone line installed
Moving Charge -	\$ 30.00	per move from one Bedroom to another within the complex; unless the move was made at Mgmt's request
Damage Charge -		Actual amount of any damage attributable to the Resident; due when Management is billed for the repairs
Sub-lease Charges -	\$ 50.00	if a sub-leasee <u>acceptable to Management</u> is found by the Resident
	\$ 100.00	if a sub-leasee <u>acceptable to Management</u> is found by Management
Noise/Party Fee	\$ 100.00	for violation of noise given by Management, Security or Police.

ASSIGNMENT AND SUBLETTING: Resident shall not assign this agreement or sublet any portion of the Premises without prior written consent of Management. If no sub-leasee acceptable to Management is found, Resident shall be responsible for rent for the entire term of this Lease!

PETS of all kinds (except for fish) are strictly forbidden on the Premises.

CHILDREN residing in the property or visiting Residents must be under the supervision of an adult at all times.

LAUNDRY FACILITIES are there for your convenience and may be used only at times directed by Management and in accordance with posted rules.

PROJECTIONS: No awnings or other projections including window type air conditioners, television or radio antennas or wiring shall be attached to or extended from the outside walls of the building, or the roof of the building.

NO RUGS towels, blankets, linen shall be hung or shaken from the windows, balconies, stairways or landings.

LOCKS: Residents shall not alter any lock or install a new lock, knocker, peephole or other attachment on any door of the apartment without the express written consent of Management. All permitted alterations, additions and fixtures shall remain as part of the Apartment unless Management elects otherwise.

ALTERATIONS: No interior alterations, painting, or redecorating of a permanent nature may be done to the apartment without the express written consent of Management. Residents may not install or use any additional major appliances such as washers and dryers, freezers, portable dishwashers, etc. For purposes of safety, stair railings may not be removed!

FASTENERS: The only fasteners allowed are small nails for hanging pictures which must be removed and filled in, if necessary before vacating the unit. No adhesive tape hangers or tape shall be applied to the walls. No nails or screws shall be driven into the woodwork. No mounting of any kind shall be attached to the ceiling.

NOISE: No noise, music or other sounds shall be permitted at any time in such a manner as to disturb or annoy other Residents, Management, or neighbors adjoining the complex. Resident agrees that the period of time from 10:00 PM to 8:00 AM shall be considered an especially quiet period.

WINDOW COVERINGS: Resident agrees to maintain the uniform window coverings provided on all windows. Improvised or other window coverings are not permitted.

SIGNS: No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at the window or any part of the outside or inside of the apartment or the building without prior written consent of Management.

PLUMBING FIXTURES: The toilets, sinks, faucets, drains and other plumbing fixtures shall not be used for any purpose other than those for which they were designed. Any damage resulting from misuse of such facilities shall be paid for by the Resident(s).

RECREATIONAL FACILITIES (Swimming Pool & Volleyball Court) shall be restricted to use by Residents and limited guests only, and in accordance with rules established by Management. Hour: 10:00 am to 10:00 pm

WATER BEDS and other water filled furniture are permitted only after Management has received proof from Resident of insurance against water damage.

REAL CHRISTMAS TREES and trimmings are strictly prohibited because of the fire hazard they create.

CHARCOAL GRILLES must be a minimum of fifteen (15) feet from any building before they can be lit in accordance with local fire codes.

PARKING: The parking facilities at the complex are provided for the exclusive use of the regularly used vehicles of the Residents. All Vehicles must be operational. Parking permits provided by management must be displayed in the rear window of all cars parked in numerically designated stalls. Motorcycles and bicycles must be parked in designated areas (all other recreational vehicles are provided), and in the summer months kickstands must not be placed directly on parking lot bituminous surfaces as they will sink in and ruin the surface. Any unauthorized vehicles will be towed at the vehicle owner's expense.

CONDITION OF PREMISES: Resident shall not suffer, commit or permit any waste, misuse or neglect of the water, heating, air conditioning, or other fixtures or equipment. Resident agrees to keep unit reasonably clean at all times and to replace all light bulbs in the unit as necessary.

EVICTION POLICY: Resident agrees that parties, confrontive behavior, and noise violations will not be tolerated. If a noise or party violation occurs, all damage deposits of the Residents of the unit involved in the violation (and \$100 from the deposit of any other University Village Residents involved in the violation) will be forfeited and Management may evict the Resident(s) for violation of the terms and conditions of this lease. In the event a Resident is evicted for violation of this or any other provision of this lease, Resident shall be responsible and remain fully liable for the payment of any rent due for the remaining term of the lease as damages to Management in the event Management is unable to fill the vacancy created by the evicted Resident. In the event another Resident is found to fill the vacancy, the evicted Resident will be liable for any difference between his/her contract rent and the amount paid by the replacement Resident for the remaining term of the lease.

HOUSE RULES Contained herein may be added to or amended from time to time by Management, and such amendments will become effective immediately upon written notification of the Residents by delivery or posting in the common area of each building.

DEFAULT: If the Resident fails to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Management, at its option, may terminate all rights of Resident hereunder, unless Resident within said time cures the default. If Resident abandons or vacates the property, while in default of the payment of rent, Management may consider any property left on the Premises to be abandoned and may dispose of the same in any manner allowed by law. In the event Management reasonably believes that such abandoned property has no value, it may be discarded. All property on the Premises is hereby subject to a lien in favor of Management for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by the Resident, Management may elect to a) continue the lease in effect and enforce all its rights and remedies hereunder, including the right to recover the rent as it becomes due, or b) at any time, terminate all of the Resident's rights hereunder and recover from Resident all damages he may incur by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of such termination, or at the time of any award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided.

VACATING UPON TERMINATION: Resident further agrees that upon the expiration of the lease term, or upon the termination of the lease for any cause, he/she will at once peacefully surrender and deliver up the whole of the leased Premises together with all improvements and appliances therein to Management.

HOLDING OVER: The term of this lease is defined at the beginning of the lease and the lease will terminate at midnight on the last day of the lease. Any holding over after the expiration of this lease shall be at the rent of \$80.00 per day, and Resident may be liable if tenancy is held over beyond the end of the month for damages to subsequent Residents, or any other losses incurred by Management.

DELINQUENT ACCOUNTS: Any unpaid balances remaining after termination of occupancy will be turned over to a credit/collection agency, and it is expressly agreed that any collection charges will be added to the amount owed to University Village to calculate the total amount due & payable.

INDEMNIFICATION: Management shall not be liable for any damage or injury to Resident, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, unless such damage is the direct result of the negligence or unlawful act of Management, its agents or employees. Resident agrees to hold Management harmless from any such claims for damages.

SEVERABILITY: If, for any reason, any of the terms of this agreement are held to be invalid, such provision shall be deemed severed from the other provisions of this lease and shall have no effect thereon.

BINDING EFFECT: The covenants and conditions contained herein shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

NO WAIVER: Failure of Management to exercise any of its rights under the provisions of this lease shall not operate as a waiver for the subsequent enforcement of said rights.

NOTICES: Any notice which either party may give, or is required to give, may be given by mailing the same, postage prepaid, or delivering to Resident at the Premises or to Management at the address shown above or at such other places as the parties may designate from time to time.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. Rental Application, if any, is incorporated into this agreement before the parties' execution hereof.

INFESTATION: If infestation occurs in this unit, the resident is responsible for all fees regarding the extermination.

Building Addresses (all in St. Cloud, Minnesota 56304) Unit # must be included to insure proper delivery!

Bldg 1 - 1710 University Dr SE

Bldg 3 - 1708 16th St SE

Bldg 5 - 1804 University Dr SE

Bldg 7 - 1812 16th St SE

Bldg 2 - 1707 16th St SE

Bldg 4 - 1714 University Dr SE

Bldg 6 - 1811 16th St SE