

BAYBERRY COURT APARTMENT LEASE

This is a Lease. This Lease is dated _____. It is a legal agreement between the Tenant and the Landlord to rent the Apartment described below. The word LANDLORD as used in this Lease means Olivia Economic Development Authority and the Landlord's address is 1009 West Lincoln Avenue, Olivia, MN 56277. The word TENANT as used in this Lease includes all household Tenants as listed below:

This Lease is a legal contract that can be enforced in court against the Landlord or the Tenant if either one of them does not comply with this Lease.

1. DESCRIPTION OF APARTMENT. The Apartment is situated at _____ in the City of Olivia, State of Minnesota.
2. TERM OF LEASE. This Lease is for a term of One (1) Year beginning on _____, 20____, at 12:00 o'clock a.m. This Lease is renewable on a month-to-month basis thereafter.
3. RENT.
 - a. Amount. Tenant promises to pay Landlord the amount of \$_____ per month paid in advance. The amount of rent is subject to Landlord's right to increase by giving 30 day written notice.
 - b. Payment. The rent payment for each month must be paid on the 1st day of each month beginning on _____. A Twenty-five Dollar (\$25.00) late fee will be charged if rent is not paid by the 10th of the month. Landlord does not have to give notice to Tenant to pay the rent. Tenant understands that Landlord will not accept a partial payment of rent.
 - c. Responsibility for Rent. Every Tenant listed above is individually responsible for paying the full amount of rent owed to Landlord.
4. SECURITY DEPOSIT. The Tenant has given the Landlord \$_____ (one month's rent) as a security deposit. If Tenant fails to perform any term in this Lease, Landlord may use the security deposit for payment of money that Landlord may spend, or damages, that Landlord suffers because of Tenant's failure. The Landlord may use the security deposit to pay for any damage to the Apartment caused by the Tenant or the Tenant's guests, or to return the apartment to the condition existing when Tenant first moved in. The security deposit may also be used to pay any rent that the Tenant owes to the Landlord at the end of the Lease.

The Landlord will pay the Tenant interest of the security deposit at the rate as required by Minnesota Statutes Section 504B.178. Landlord shall, within three weeks

after (1) the end of the Lease term, and (2) receipt of Tenant's mail forwarding address or delivery instructions, return the deposit to the Tenant, together with the interest due on the deposit. If the Landlord does not return the deposit within the three weeks, Landlord must give Tenant a written statement showing the specific reason for withholding all or part of the deposit. The Landlord may keep all or part of the security deposit (1) for rent or other money owed to the Landlord, and (2) for damage to the Apartment beyond ordinary wear and tear.

5. QUIET ENJOYMENT. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may use the Apartment for the term or this Lease.

6. USE OF APARTMENT. The Apartment shall be used only as a private residence to live in and for no other purpose. The Tenant may not use the Apartment for any unlawful activity. The Tenant may not use the Apartment for the purpose of carrying on any business, profession or trade, in particular, Tenant promises that the Apartment and the property on which the Apartment is located will not be used by the Tenant or others acting under his or her control to manufacture, sell, give away, batter, deliver, exchange, distribute or possess with intent to manufacture, sell, give away, barter, exchange, or distribute a controlled substance in violation of any local, state, or federal law. The Tenant shall not act in a loud, boisterous, unruly or thoughtless manner or disturb the rights or the other Tenants in the building to peace and quiet. Tenant may not keep any animals or pets of any kind in the Apartment unless specifically authorized by Landlord in writing. Tenant may not, without the written permission of Landlord, install, erect, or place, either temporarily or permanently, any satellite dish, or similar system, for reception of visual or audio signals outside of the Apartment. Tenant must comply with all Federal Occupancy Guidelines.

7. NO-SMOKING: Tenant shall not allow smoking on the premises. Definition of Smoking: The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco project or plant product in any manner or in any form. Smoking also includes use of an e-cigarettes, e-cigars, or e-pipes.

8. RIGHT OF ENTRY. Landlord and Landlord's agents may enter the Apartment at reasonable hours to repair or inspect the Apartment and perform any work that Landlord decides is necessary. In addition, the Landlord may show the Apartment to possible or new Tenants at reasonable hours during the last sixty days (60) days of the Lease term.

9. ASSIGNMENT AND SUBLetting. Tenant may not assign this Lease, Lease the Apartment to anyone else (sublet), sell this Lease or permit any other person to use the Apartment without the prior written consent of the Landlord. If Tenant does, Landlord may terminate this Lease as described in Paragraph 17 of this Lease. Any assignment or sublease made without Landlord's written consent will not be effective. Tenant must get Landlord's permission each time Tenant wants to assign or sublet Landlord's permission is good only for that specific assignment or sublease, and no others.

10. UTILITIES. Tenant shall pay for all utilities provided to the Apartment including garbage, cable, telephone, electric, water and sewer.

11. MAINTENANCE AND REPAIR.

a. By Landlord. Landlord promises (1) that the Apartment is fit for use as a residence; (2) to keep the Apartment in reasonable repair during the term or the Lease, except when the damage was caused by the intentional or negligent action of the Tenant or Tenant's guests; and (3) to maintain the Apartment in compliance with the applicable health and safety laws except where the violation is caused by the Tenant or Tenant's guests.

b. By Tenant. Tenant promises, at Tenant's expense, to make all repairs and eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of the Tenant or the Tenant's family, agent or guests. Tenant shall comply with all the sanitary laws affecting the cleanliness, occupancy and preservation of the Apartment, except where the Landlord is required by Law to comply with the sanitary laws (See Minnesota Statute, Section 504B.16).

12. ALTERATIONS. Tenant must obtain Landlord's prior written consent to install any paneling, flooring, partition or make alterations or to paint or wallpaper the Apartment. Tenant must not change the heating, electrical, plumbing, ventilation, or air conditioning without the prior written consent of the Landlord.

13. LIABILITY. Landlord is not responsible for any damage or injury that is done to Tenant or his/her property cause by fire, water, explosion, or any other cause in the Apartment. Landlord is not responsible for loss of any Tenant property in the Apartment or in the building by theft or other cause.

14. TERMINATION. If Tenant wants to move out of the Apartment when the Lease term ends, Tenant must give Landlord prior written notice at least sixty (60) days before the Lease term ends. If the Tenant does not give the sixty (60) days notice, the Landlord may continue this Lease for the term of the Lease, or sixty (60) days, whichever is longer without giving written notice to Tenant.

15. SURRENDER OF PREMISES. Tenant shall move out of the Apartment when the Lease ends. When Tenant moves out, Tenant shall leave the Apartment in the condition existing when the Lease began, with the exception of reasonable wear and tear.

16. ABANDONMENT. If Tenant moves out of the Apartment before the end of this Lease, Landlord may recover possession of the Apartment. The Landlord may rent the Apartment to someone else. Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses for re-renting the Apartment, and second, to pay any amount Tenant owes under this Lease. Tenant shall be responsible for paying the difference between Tenant, together with any court costs and Attorneys' fees. If Landlord recovers possession of the Apartment after Tenant moves out, then Landlord may consider Tenant's property in the Apartment to also have been abandoned.

Landlord may then dispose of the personal property in any manner that the Landlord deems proper. Landlord shall not be liable to Tenant for disposing of the personal property.

17. DAMAGE TO APARTMENT. If the Apartment is destroyed or damaged not due to the fault of Tenant or Tenant's guests, and the Apartment is unfit for use as a residence, Tenant is not required to pay rent for the time Apartment cannot be used. If part of the Apartment cannot be used, Tenant must only pay rent for the usable part. If the Apartment is damaged or destroyed, Landlord may terminate this Lease immediately and may decide not to rebuild or repair the Apartment. If the damage was not caused by the Tenant or the Tenant's guests and the Landlord cancels the Lease, the rent shall be prorated up to the time of the damage.

18. DEFAULT. If Tenant does not pay the rent or other amounts when due or if Tenant violates any term of this Lease, Landlord may terminate this Lease. If Tenant violates a term of this Lease, Landlord may re-enter and take possession of the Apartment. Tenant will have no further right to possess or use the Apartment but will continue to be obligated to pay rent for the full term of the Lease, and to keep all other promises in the Lease. Landlord's re-entry and possession after Tenant's default will not in any way terminate Tenant's obligations to Landlord under this Lease. If contraband or a controlled substance manufactured, distributed, or acquired in violation of Minnesota law is seized in the Apartment or on the property on which the Apartment is located incident to a lawful search or arrest, and if Tenant has no defense under Minnesota Statutes Section 609.5317, Tenant shall have no further right to possession of the Apartment, and Landlord, may bring an eviction action against Tenant.

19. HEIRS AND ASSIGNS. The terms of this Lease apply to the Tenant and Landlord. The terms of this Lease also apply to any heirs, executors, administrators, legal representatives, and assigns of Tenant or Landlord, including anyone who inherits, receives or represents the interests of another person and who is considered to have some or all of the same interests, rights, and obligations.

20. VEHICLES. Except for vehicles of temporary, bona fide guests of Tenant, Tenant shall not allow more than two motor vehicles or any other vehicles on the driveway or adjacent areas of the Apartment without the written consent of Landlord.

LANDLORD:

Olivia Economic Development Authority

TENANT(S):
