



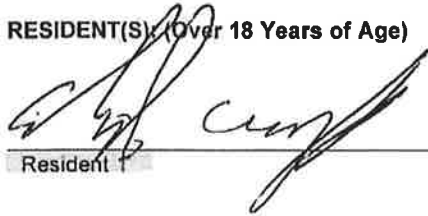
Resident and Management agree to the terms of this Agreement and any attachments that may be made a part of this Agreement on:

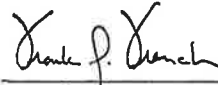
2/21/2023

Each Resident signing is individually liable and responsible for the FULL Terms of this Agreement:

RESIDENT(S) (Over 18 Years of Age)

MID CONTINENT MANAGEMENT CORP.:

  
Resident 1



Mid Continent Management Representative

Resident 2

Resident 3

Resident 4

## TERMS OF THIS AGREEMENT

### RENT

**1. Payment:** Resident(s) will pay Management the Full Rent Per Month on or before the first day of each month. Resident(s) will make Resident(s)' check payable to "Mid Continent Management Corporation," and deliver it to 37 E. Isabel Street, Saint Paul, MN 55107-2294. **Each Resident is individually responsible for paying the full amount of rent and any other money owed to Management.**

**2. Rent After Eviction:** If Resident(s) is evicted or given notice to vacate for violating this Agreement, Resident(s) must still pay the monthly rent until the earlier of: (i) the date Management re-rents the Apartment or Townhome, (ii) the date this Lease ends or, if the Lease is month-to-month, (iii) the date next Notice Period ends. If Management re-rents the Apartment or Townhome for less than the amount of the current Rent Per Month, Resident(s) will pay Management the difference until the Ending Date or until the next Notice Period ends, whichever is latest.

**3. Rent Increases:** The Rent Per Month may be increased as provided in Paragraphs 16 and 17 of this Agreement.

**4. Late Payment and Returned Check Charges:** Resident(s) will pay Management an additional fee of 8% of unpaid balance of rent, if Resident(s) has not paid the full Rent Per Month by 4:30 p.m. on the 5<sup>th</sup> day of the month. Only money orders, cashiers checks or cash (not personal checks) will be accepted after the 5<sup>th</sup> day of the month. Cash payments of late rent will only be accepted at the corporate office of Mid Continent Management Corporation during normal business hours. Resident must obtain a signed receipt from Management for any cash payment. If payment application detail is not provided with the payment, payment will be applied to the oldest unpaid charges first.

Resident(s) will pay Management \$30 for each Resident(s) check, which is returned to Management unpaid (NSF), payment stopped, or account closed. Any such payment returned to Mid Continent Management Corporation must be replaced by a cashiers check or money order within forty-eight (48) hours of such notification. Returned checks that create a delinquency are subject to both penalties, for a total of \$30 plus 8% of unpaid balance of rent. After two (2) such returned checks, only a cashiers check or money order will be accepted for future rental payments. In the case that legal action is necessary in order to recover the possession of premises, according to procedures provided by Minnesota Statutes, Resident(s) shall pay all expenses incurred, including filing and serve fees, sheriffs fees, court costs, attorney's fees, administrative fees, and collection fees.

### USE OF THE APARTMENT OR TOWNHOME

**5. Occupancy and Use:** Only the Resident(s) listed on the lease may live in the Apartment or Townhome. Only the persons listed on the lease as Resident(s) may live in the Apartment or Townhome plus any minor children born or legally adopted by Resident(s) during the term of the Lease Agreement. No other person may live, use, or regularly stay at the Apartment or Townhome without the prior written consent of Management. Resident(s) will use the Apartment or Townhome only for residential purposes; Resident(s) will not perform a day care or engage in other business activities in the Apartment, Townhome, or anywhere in the Rental Community.

Individual apartments or townhomes, and all rooms and spaces therein, in the apartment and townhome community, are to be used exclusively as a private resident for residents that have been screened and approved by Management and their authorized household members, occupants, or aids.

All business and commercial uses, including hosting guests or visitors, through a home swapping, Airbnb type site, social media sharing club or activity, or other use where resident receives any benefit or consideration, whether in the form of cash, credits, barter, or right to use another person's premises or property, are prohibited. Residents are expected to have periodic guests or visitors, with whom they have a familiar or personal relationship, at their apartment or townhome for social or family purposes. If Resident has received any payment, credit, or consideration for the visit, the visit and use is not permitted and is a prohibited use.

If any solicitation, ad, promotion, or offering, for use if a unit is reported to, or discovered by Management, this will be considered a material lease violation whether or not Management is able to verify or discover that such sharing, subletting, or use has occurred.

**6. Subletting:** Resident(s) may not lease the Apartment or Townhome to other persons (sublet) or assign or sell this Agreement as provided in Paragraph 5 of this Agreement.

**7. Pets/Animals.** Resident(s) will not keep pets or animals of any kind, in the Apartment or Townhome without written consent. Resident(s) will comply with any size, quantity, insurance, or requirements Management may impose as a condition of giving consent.

**8. Resident(s) and Guest Conduct:** Resident(s) and their guests: (i) will not act in a loud, boisterous, unruly, thoughtless, or other manner which disturbs the peace and quiet of other Residents, their guests, or Management's employees or agents; (ii) will not engage in any illegal or dangerous activity or any other activity which would cause a cancellation, restriction, or increase in premium of Management's insurance or otherwise increase the expense or risk for Management or ownership of the premises; (iii) will not interfere in the management and operation of the Property; (iv) will not alter, misuse or damage the common areas of the Property, or any equipment; (v) that the Apartment or Townhome, common areas, or areas surrounding the building will not be used by Resident(s) or any member of Resident's household, any guest of Resident(s), or anyone acting under Resident's control to manufacture, sell, give away, barter, deliver, exchange, distribute, possess, or use any illegal drugs; (vi) or to engage in any prostitution or any prostitution-related activity; (vii) or to unlawfully use or possess any firearms; (viii) or allow any stolen property on the premises.

**9. Resident Handbook and Community Rules:** Your Resident Handbook and Community Rules is a part of this Agreement, and Management may make reasonable changes in these rules at any time by giving Resident(s) written notice. Resident(s) will comply with all rules and written policies and shall use and care for the Apartment or Townhome in accordance with the Handbook.

### CONDITION OF APARTMENT

**10. Management's Responsibility:** Management will (i) keep the Apartment or Townhome and all common areas of the Property fit for residential use; (ii) make all necessary repairs to the Apartment or Townhome within a reasonable time after Resident's written request unless the damage was caused by

Intentional or negligent conduct by Resident(s) or Resident(s) guest; and (iii) maintain the Apartment or Townhome 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(s) or Resident(s) guests.

**11. Resident(s) and Resident's Guests Responsibility:**

- i. will not damage or misuse the Apartment or Townhome or waste any utility provided by Management;
- ii. will not paint, wallpaper, decorate or structurally alter the Apartment or Townhome without Management's prior written consent;
- iii. will keep the Apartment or Townhome clean, sanitary, and maintained in accordance with any instructions in the *Resident Handbook and Community Rules* and in compliance with other sanitation, building, fire, or applicable codes;
- iv. will give Management written notice of all necessary repairs;
- v. will inform Management when Resident(s) learn of any condition which is dangerous, unsafe or which may damage the Apartment or Townhome or waste utilities provided by Management;
- vi. will not operate or store a washing machine or clothes dryer in the Apartment or Townhome, other than those that may be provided by Management;
- vii. will leave the Apartment or Townhome in good condition, other than ordinary wear and tear, when Resident(s) moves from the Apartment or Townhome (ordinary wear and tear does not extend to cleaning) – Apartment or Townhome must be cleaned and left in accordance with management's move-out instructions;
- viii. will not remove any furnishings or fixtures Management supplied without Management's prior written consent; and
- ix. will promptly report to Management any insects and other pests and fully cooperate and follow any exterminating instructions or procedures requested by Management and/or its professional extermination service. See Resident Handbook for further details and instructions.

**12. Substantial Damage or Destruction of Apartment or Townhome:** If the Apartment, Townhome, or **Property** is destroyed or damaged such that the Apartment or Townhome is unfit to live in, Management may terminate this Agreement, with no further obligation on the part of Management. If Resident(s) and Resident's guests did not cause the destruction or damage and Management terminates this Agreement, any rent Resident(s) have paid in advance will be pro-rated. If Resident(s) or Resident's guest caused the damage, Resident(s) is responsible for all damages and any advance rents, performance deposit, or other funds on account for Resident(s) may be charged and Resident(s) will be liable for any balance owing.

**PERFORMANCE DEPOSIT**

**13. Resident(s) Responsibilities:**

- i. Resident(s) will deposit with Management the amount of the **Performance Deposit**;
- ii. give Management notice of Resident(s) moving from the Apartment or Townhome at least two full calendar months in advance of the Lease expiration;
- iii. give Management Resident(s) new mailing address or other instructions before Resident(s) move for return of the **Performance Deposit**;
- iv. follow Management's written cleaning instructions, remove and dispose of all rubbish and debris, and return to Management all Apartment or Townhome door, entry door, garage, mailbox and any other keys or access cards received from Management;
- v. be responsible for Management's costs in repairing or cleaning any damage or conditions beyond ordinary wear and tear; including, but not limited to cleaning or damages resulting from pets or animals; smoking; vaping; burning of incense, candles, or other similar products; and/or cooking.
- vi. be responsible for Management's costs in re-keying locks, for keys that Resident(s) have not returned, and for any unpaid rent or other amounts owed under the Lease. Resident(s) understands that the **Performance Deposit is not in lieu** of the last payment of Resident(s) **Rent Per Month**.

**14. Management's Responsibilities:** Management will

- i. receive the **Performance Deposit** and hold it to secure Resident(s) performance of this Agreement;
- ii. calculate interest at the rate and in the manner required by Minnesota law;
- iii. give Resident(s) written cleaning instructions after notice has been given that Resident(s) will be moving from the Apartment or Townhome;
- iv. deduct amounts owed by Resident(s) from the **Performance Deposit** and any interest earned; and
- v. mail to Resident(s) the balance of the **Performance Deposit with interest and/or a written statement** of the amounts and reason for any deductions or delays, as allowed by law, within three weeks after the legal date of termination of the tenancy, and after Resident(s) give Management Resident's new mailing address or instructions for return of the **Performance Deposit** or balance thereof. Refunds may not be picked up at the Management Office.

**DURATION OF AGREEMENT**

**15. Failure to Give Possession:** If Management cannot make the Apartment or Townhome available to Resident(s) on the **Starting Date**, Resident(s) cannot sue Management for any resulting expense. Resident(s) will not have to pay rent for the days the Apartment or Townhome is not available to Resident(s).

**16. Termination of Lease with an Ending Date:** If this Agreement is a Lease with an **Ending Date** and Resident(s) wish to move out of the Apartment or Townhome on the **Ending Date**, **Resident(s) must give Management written notice at least two full calendar months prior to the Ending Date.** (For example: If the notice period is two full calendar months, the Agreement would end on the last day of the second full month after written notice is given.) If Resident(s) do not give Management the notice, or if Resident(s) stay in the Apartment or Townhome after the **Ending Date** and Management and Resident(s) have not renewed this Agreement or entered into a new agreement, this Agreement is extended under its original terms except: (i) the duration shall be changed to a Month-to-Month Lease Agreement, with a two (2) calendar month notice period, and (ii) Management may raise rent after providing a two (2) calendar month notice of Management's intent to raise rent.

**17. Termination and Alteration of a Month-to-Month Lease Agreement:** If this Agreement is or becomes a Month-to-Month Lease Agreement, Management and Resident(s) may terminate it only by giving the other party **two full calendar months written notice.** This Agreement shall then end on the last day of the month, which is two full calendar months after the written notice is given. (For example; Resident(s) Lease runs from the first to the last day of each month. Resident(s) gave Management written notice on February 4 that Resident(s) was going to move, and the **Notice Period** is two full calendar months. This Agreement would then end on April 30.) If this Agreement is or becomes a Month-to-Month Agreement, Management may change any term of

this Agreement, including the **Rent Per Month**, by giving Resident(s) written notice of the change at least two full calendar months before the change goes into effect.

**18. Other Options:** Early termination of a Lease is permitted with a properly executed Lease Termination "Buy-Out" Agreement, a two full calendar month written notice, and a "Buy-Out" fee, paid at the time of exercising this option. This fee will be based on the amount of **Rent Per Month** due at the time of the "Buy-Out".

**19. Need to Vacate by 12:00 Noon on Ending Date:** Resident(s) will move out of the Apartment or Townhome no later than 12:00 Noon on the date this Agreement ends. Resident(s) understand that Management is relying on this promise by Resident(s) and may schedule painters, workmen, and other work done for Resident(s) Apartment or Townhome and numerous other Apartments or Townhomes on the Ending Date to permit Management to ready this Apartment or Townhome and others for future Resident(s). Resident(s) agree that they will be liable for any damages or concessions Management might need to make to a future Resident as a result of Resident(s) late move. **In addition, any Resident that has not vacated by 12:00 Noon on the last day of the month will be charged \$50 per hour for each hour beyond Noon until the Resident informs Management and Management confirms that the Apartment or Townhome is vacant.** These sums may be deducted from Resident(s)' Performance Deposit. Resident(s) will be liable to Management for these amounts, and any court costs or attorneys' fees Management incurs to enforce this provision.

**20. Utilities: THREE-DAY NOTICE DURING WINTER** – Residents who vacate their apartment or townhome between November 15 and April 15 must inform, in writing, the Rental/Management Office that they are vacating at least three days before they move. This notice is in addition to any prior notice given. This allows Mid Continent to take steps to make sure the pipes don't freeze. A Resident's failure to notify us is a misdemeanor as per Minnesota Statute 504B.140. Residents are responsible for all utilities until the end of the lease term. **DO NOT** have utilities transferred until the last day of your occupancy month.

#### **MANAGEMENT'S AND RESIDENT(S)' RIGHTS AND LIABILITIES**

**21. Fair Housing.** Management is committed to being an equal opportunity fair housing provider. Management believes all residents and applicants should be protected from discrimination in housing on the basis of race, color, ancestry, sex, religion, creed, national origin, marital status, familial status, physical handicap, mental handicap, and affectional preference. Any act or practice believed to constitute discrimination should be reported to Management. Management will promptly investigate such reports and will take action to eliminate any act or practice that violates the fair housing laws.

**22. Eviction:** Resident(s) may be evicted immediately and without prior notice if Resident(s) violate any term of this Agreement. Management may bring an eviction action if Resident(s) do not move out voluntarily. If Management does not immediately sue or evict Resident(s) after Resident(s) violates a term of this Agreement, Management may still sue or evict Resident(s) for that or any other violation later.

**23. Eviction for Unlawful Activities:** Under state law, any violation of the covenants against unlawful activities, Minnesota Statutes Section 504B.171 voids the Resident(s)' right to possession of the apartment and are grounds for an automatic eviction.

**24. Eviction After Partial Payment of Rent:** It is expressly agreed to between Management and Resident(s) that, pursuant to Minnesota Statutes Section 504B.291, subd.1(c), acceptance by Management of less than the full amount of **Rent Per Month** due from Resident(s) does not waive Management's right to recover possession of the Apartment or Townhome for nonpayment by Resident(s) of the balance of **Rent Per Month** owed Management.

**25. Management's Legal Rights and Remedies:** If Management brings any legal action against Resident(s); Resident(s) must pay Management's actual attorney's fees and court costs, even if Resident(s) correct the reason that caused Management to bring the legal action. Management may use Management's legal rights and remedies in any combination without giving up any legal rights or remedies Management does not use. Acceptance of **Rent** does not waive Management's right to evict Resident(s) for any past or existing violation of any term of this Agreement.

**26. Management's Right to Enter the Apartment or Townhome and Resident(s)' Right to Privacy:** Management and its authorized agents may enter the Apartment or Townhome at any reasonable time to inspect, maintain or repair the Apartment or Townhome, or do other necessary work, or to show the Apartment or Townhome to lenders, insurance companies, or potential new residents or buyers. Management acknowledges Resident(s)' rights under the Tenant's Right to Privacy Statute which provides Management shall make a good faith effort to give Resident(s) reasonable advance notice under the circumstances of Management's intent to enter, subject to the exceptions set forth in the statute. If Management enters without prior notice and when the Resident(s) is not present; Management shall disclose the entry by placing a written disclosure of the entry in a conspicuous place on the premises. A request by Resident(s) for work, repairs, or service at the Apartment or Townhome shall constitute notice to Resident(s) that Management intends to enter the Apartment or Townhome for purposes of responding to such request.

**27. Damage or Injury to Resident(s) or His/Her Property:** Management shall not be liable for any damage or losses to Resident(s)'s property unless caused by the willful misconduct of Management or Management's Agent. Management shall not be liable for personal injury to Resident(s)'s guest(s) or for damage to Resident(s)'s personal property caused by action of third parties or other accidents or casualties, including but not limited to criminal acts, acts of nature, fire, bursting pipes, water, sewer or sewage back-ups, water leaks, seepage, power outages, appliance failures, explosions, any casualty or other like causes. **IT IS THE RESPONSIBILITY OF RESIDENT(S) TO OBTAIN "RENTER'S INSURANCE" TO COVER PERSONAL PROPERTY, PERSONAL LIABILITY, ACCIDENT, AND OTHER INSURANCE AND MEDICAL COVERAGE TO PROTECT RESIDENT(S) AND RESIDENT(S)'S GUEST(S), RESIDENT(S)'S PERSONAL PROPERTY AND IMPROVEMENTS INSTALLED BY RESIDENT AND TO COVER LIVING AND MOVING EXPENSES IN THE EVENT RESIDENT IS UNABLE TO LIVE IN THE PREMISES ON A TEMPORARY BASIS OR MUST VACATE DUE TO CASUALTY OR DAMAGE. INSURANCE CARRIED BY MANAGEMENT DOES NOT COVER ANY PROPERTY OF RESIDENT OR RESIDENT(S)'S LOST USE OF THE PREMISES.**

**28. Reimbursement by Resident(s):** Resident(s) shall reimburse Management for: (1) any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligent or improper use by Resident(s), his/her agents, family or guest(s); (2) any loss or damage caused by door or windows being left opened; (3) any costs to remediate or repair the premises due to mold, mildew, moisture conditions, or pest infestation (whether in Resident's unit or in other areas of the rental community) that were not reported by Resident to Management so that remedial action could be taken and damages limited; (4) costs for any repair, restoration, or damages caused by any negligent act by Resident(s), and/or Resident's guest(s), up to the amount of any deductible under Management's insurance policy or, if Management chooses not to make an insurance claim and the loss or damage is within \$10,000 of such deductible, the amount of the deductible and an amount up to \$10,000; (5) all costs Management has because of abandonment of the unit or other

violations of the Lease by Resident(s), such as costs for advertising or re-renting the unit; (6) any other amount due under this Lease, including costs or damages to repair, replace, or restore, damages caused by Resident(s), Resident(s)'s guests or family members, to any common area of the rental community; or (7) all court costs and attorneys' fees Management has in any suit or claim to enforce Management's rights under this Lease or the Rules.

29. **When Payments are Due:** Any amount owed by Resident(s) is due when Management asks for it. Management does not give up its right to any money owed by Resident(s) because of Management's failure or delay in asking for any payment. Management can ask for any money owed by Resident(s) before or after Resident(s) moves out of the Apartment.

**MISCELLANEOUS**

30. **Agreement is Subject to Mortgage:** Management may subject the Property to a mortgage or contract for deed. Resident(s) agree that the rights of holders of any present or future mortgage or contract for deed will be superior to Resident(s) rights under this Agreement, and Resident(s) agree to sign a statement to that effect upon request. This may permit the holder to foreclose the mortgage or cancel the contract deed and terminate Resident(s) Lease Agreement.

31. **False or Misleading Rental Application:** If Management determines that any oral or written statements made by Resident(s) 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 Attachments Are Part of Lease; No Oral Agreements:** Any attachment to this Lease is 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 Resident Handbook and Community Rules are a part of this Lease, and Management may make reasonable changes in these rules at any time by giving Resident(s) 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. **Move-in Specials:** In the event lease terms are not fulfilled by Resident(s), any move-in special, concession, or the fair market value of any other rental incentive or inducement, is due to Management in addition to any liquidated damages, court costs, and attorneys' fees set forth herein.

34. **Attorney General's Notice:** Upon request, the Attorney General's Office will provide you with a statement and disclosure of the significant legal rights of owners and tenants of rental dwelling units. For further information, call or write: Attorney General's Office – State Capital – St. Paul, MN 55155 – (651) 296-6196.

35. **Notices:** Resident(s) agree that any single notice of demand delivered to the Apartment or Townhome is proper notice to Resident(s). Resident(s) may deliver all notices or demands to and serve any process on Management by delivering it to or serving it on Mid Continent Management Corporation at its address on Page 1 of this Agreement.

36. **Binding on Estate:** This Agreement may be terminated upon two full calendar months notice in the event of the death of all persons signing this Agreement. Notice may be given by the representative of Resident(s) estate. Resident(s) estate is liable for all **Rent Per Month** owed prior to or for the **Notice Period**.

37. **Modifications and Amendments.** This Agreement shall not be altered, modified or amended, except in writing, signed by all the parties hereto.

**I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED AND AGREE TO THE TERMS OF THIS AGREEMENT:**

    
Resident 1 Signature                      Resident 1 Printed Name                      Date

Resident 2 Signature                      Resident 2 Printed Name                      Date

Resident 3 Signature                      Resident 3 Printed Name                      Date

Resident 4 Signature                      Resident 4 Printed Name                      Date