

Housing Hub, LLC

351 Kellogg Blvd East • St. Paul, MN 55101
(651) 488-2437



1. Lease Information

1.1 PROPERTY AND LANDLORD INFORMATION

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Owner of Property: Bates Conway, LLC- Dadders

Landlord and Authorized Manager of Premises to accept service and give receipts (Required by Minn. Stat.. §504B.181): **Housing Hub, LLC 351 Kellogg Blvd East, St Paul, MN 55101 651-488-2437**

1.2 TENANT INFORMATION

Tenants & Co-signers: Muobosa W. Oteri, Daniel J. Oberhauser

Contact Information:

Muobosa W. Oteri

Financially Responsible
(612) 636-0852 (Mobile)
pharmwil2014@gmail.com

Daniel J. Oberhauser

Financially Responsible
(612) 207-9797 (Mobile)
djoberhauser@gmail.com

Minor Tenants:

1.3 RENT AND FEES

Lease Term: 12 month **Start Date:** 08/01/2023 **End Date:** 07/31/2024

Security Deposit: \$2,190.00

Pets Allowed: Yes No **Non refundable Pet Fee:** \$0.00 **Refundable Pet Deposit:** \$0.00

Monthly Charges:

Trash - Tenant charge	\$20.00
Housing Hub Tenant Admin Fee	\$12.00
Rent credit	-\$100.00
Rent Income	\$1,230.85
Total:	\$1,162.85

***Month to Month Term Admin Fee:** \$299

**If you do not sign a 12 month lease term, the term will change to month to month and annual Month to Month Term Admin Fee will be applied to the Tenant(s) ledger.*

Renter's Insurance Required:NO

1.4 APPLIANCES, UTILITIES AND EXTERIOR RESPONSIBILITIES

Appliances Provided: Gas Range and Refrigerator w/Freezer

Utility Responsibilities:

HEAT: Landlord Tenant(s) PAID TO: Provider Landlord RUBS
ELECTRIC: Landlord Tenant(s) PAID TO: Provider Landlord RUBS
OTHER GAS: Landlord Tenant(s) PAID TO: Provider Tenant(s) RUBS
WATER: Landlord Tenant(s) PAID TO: Provider Landlord RUBS
TRASH: Landlord Tenant(s) PAID TO: Provider Landlord RUBS

Exterior Responsibilities:

Snow Clearing (refer to Lawn & Snow Clearing Addendum): Landlord

Lawn Care (refer to Lawn & Snow Clearing Addendum): Landlord

***All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement ***

By initialing below, you acknowledge and agree to the terms in Section 1.

X MWO X DO
Muobosa W. Oteri Daniel J. Oberhauser

2. Lease Terms

2.1 TERMS

1. **Rent Payment:** Tenant(s) will pay Landlord the full monthly rent before 11:59PM on the 1st day of each month while this Lease is in effect and at any time during an extension or renewal of this Lease. All payments made to the office must be in the form of money order, cashier’s check or through the Online Portal. No personal checks or cash will be accepted. Checking account transfers, credit cards, and debit cards may be used for online payments only via the Tenant Portal only. Rental payment data may be reported to credit agencies. All payments, except subsidy payments, are applied to the oldest charge(s) first.
2. **Pro-Rated Rent:** A full first month’s rent and other move-in charges are due on or before move-in day regardless of Lease Start Date. Tenant(s) agrees that if move-in date is on or before the 24th of the month, a full month’s rent is due on or before move-in date AND the pro-rated amount is due on the 1st of the next month. If the move-in date is on or after the 25th, both the pro-rated amount AND 1st month’s rent are due on or before move-in day.
3. **Responsibility for Rent / Joint and Several Liability:** Each Tenant(s) is responsible for all money due to Landlord under this Lease, not just a proportionate share.
4. **Duty to Pay Rent After Eviction:** If Tenant(s) is evicted because Tenant(s) violated a term of this Lease, Tenant(s) must still pay the full monthly rent until: 1) the unit is re-rented; 2) the Lease end date; or 3) if the tenancy is month-to-month, the Tenant(s) is responsible until the next valid notice period ends. If the premises is re-rented for less than the rent due under this Lease, Tenant(s) will be responsible for the difference until the DATE THIS LEASE ENDS or if the Lease is month-to-month, until the end of the valid notice period.
5. **Late Rent and Returned Check Fee:** Tenant(s) will pay the late rent fee of 8% of the overdue rent payment if Tenant(s) does not pay the full monthly rent by 12:00AM (midnight) on the 2nd day of the month. Rent is paid when Landlord RECEIVES it, not when mailed or sent by Tenant(s). Tenant(s) must pay a fee of \$30.00 for each returned check, incomplete or rejected electronic funds transfer.
6. **Security Deposit (per MN Statute 504B.178):** Within twenty-one (21) days after the tenancy ends and

Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why. For additional information, please refer to the *Security Deposit Addendum* for more details.

Landlord may use the security deposit:

1. To cover Tenant's failure to pay rent or other money due to Landlord; or
 2. To return the premises to its condition at the start of the tenancy, except for ordinary wear and tear.
7. **Monthly Administrative Fee:** Tenant(s) agrees to the monthly administrative fee as listed on page 1 of this Lease, for costs related to Lease Renewal services, the use of our proprietary systems unique to Housing Hub, tenant portal access, and 24-hour call center via AppFolio.
 8. **Renting Sight-Unseen Disclaimer:** In the event this property is leased sight-unseen, the unit will be presented in reasonable repair pursuant to 504B.161. Tenant agrees to take the unit as-is and report any concerns within 24 hours of move-in. Please refer to the *Renting Sight-Unseen Addendum*.
 9. **Occupancy and Use:** Any persons or guests, 18 years of age and older that will be residing in the unit for longer than three (3) consecutive days is considered a Tenant(s), must submit an application to become a Tenant, and if approved, must be listed on the Lease. Only the persons listed above as Tenant(s) may live on the premises. Minors and guests not listed as Tenant(s) may reside in the unit only with prior written consent of the Landlord. Tenant(s) may use the premises and utilities for normal residential purposes only.
 10. **Appliances:** Tenant(s) agrees to clean, use as intended, not remove or replace any appliances in the unit (may include but not limited to refrigerator, stove/oven, washer/dryer, dishwasher, microwave, furnace, air conditioner and water softener) and accepts responsibility for the cost of any repair due to Tenant(s) misuse, neglect or abuse. If window A/C is present, Tenant(s) agrees to be responsible for the installation and removal of the window A/C.
 11. **Subletting:** Tenant(s) may not rent the premises to other persons (sublet), assign this Lease or sell this Lease without prior written consent of the Landlord.
 12. **Satellite Dishes:** Satellite dishes are prohibited from all properties, including yard posts/cinder blocks and building attachment. An unauthorized satellite dish on the property constitutes a lease violation and the Tenant(s) shall be responsible for the associated removal costs, including a \$250.00 fine, plus labor, and materials. Charges will be added to the Tenant's account to be paid immediately.
 13. **Waterbeds:** Tenant(s) may not have or store a waterbed or other water-filled furniture within the premises without prior written consent of the Landlord.
 14. **Pets:** Tenant(s) may not keep animals or pets of any kind in, on or around the premises without the prior written consent of Landlord. Visiting animals or pets are prohibited. No venomous, poisonous, stinging or aggressive animals, insects, rodents, or reptiles are allowed at any time. Water filled aquariums over 25 gallons are also prohibited. For additional information, please refer to the *Pet Addendum*.
 15. **Tenant Promises:**
 1. To maintain the unit in a clean, safe, and sanitary manner. This includes garbage removal and recycling by disposing all waste/recycle in the receptacles provided by the Landlord. The Tenant(s) is responsible for cost of any fees from citations issued for non-compliance, if the property is not maintained as required;
 2. Not to smoke inside the premises, in common areas, or within 25 feet of the building;
 3. Not to damage or misuse the premises or allow his/her guests to do so. Refer to Section 34;
 4. Not to paint or wallpaper the premises or make any structural changes in the premises without prior written consent of Landlord; and to replace all batteries in smoke detectors/doorbells, filters in air conditioners/forced air furnaces, light bulbs and any water filters. If accessible to Tenant(s), Tenant(s) also promises to replace any blown screw in fuses and/or reset any tripped breaker;
 5. To give written notice to the Landlord of any necessary repairs to be made and restrict all communication with the Authorized Manager of Premises only;
 6. Not to act in a loud, boisterous, unruly, thoughtless manner or disturb the rights to peace and quiet of the other Tenant(s) or allow his/her guests to do so. Quiet time hours are enforced DAILY from 10:00PM to 7:00AM;
 7. No excessive traffic in or out of the property, no loitering in hallways or entrances of the building(s) or allowing his/her guests to do so;

8. To use the premises only as a private residence and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium to Landlord's or Owner's insurance;
9. Not to use, store on or near the premises any flammable or explosive substances, or hazardous or illegal items;
10. Not to interfere in the Landlord's or Owner's right to do business or in the operation of the building. Refer to Section 30;
11. To keep and maintain all agreed utilities current and in the Tenant's name throughout the terms of the Lease;
12. Not to remove or alter any walls, fixtures or furnishings provided by Landlord or Owner. Furthermore, no nails, screws or anchors may be used or placed in any surface. Tenant(s) agrees to return all walls to move-in condition, otherwise a patch and painting charge may apply;
13. Tenant(s) agrees to cooperate and not interfere with Landlord's efforts of pest control. This may include, among other things, emptying/cleaning cabinets, drawers, and closets, pulling furniture away from walls, and allowing an exterminator to enter and treat the unit. Any issues with pests caused by the Tenant(s) due to the condition of the unit or failure to cooperate with remedy may be charged to the Tenant(s);
14. To notify Landlord immediately of any conditions in the premises that are dangerous to human health or safety to which may damage the unit or waste utilities provided by Landlord;
15. Not to waste any utilities provided by Landlord. In the event the owner pays for water and if Tenant(s) fails to report running toilet, dripping faucets or other water leaks, etc. Tenant(s) will be charged with excessive water usage. If the Owner provides heat and the heat goes out for any reason, the Tenants shall be responsible for notifying the landlord immediately so that remedial actions can be taken, and repairs made. The Tenant(s) will not be provided electricity reimbursement to run space heaters or air blowers.
16. To not run a business headquartered at premises. No business or political signs to be placed in yard, windows, etc;
17. At the end of the tenancy, Tenant(s) agrees to submit a 60-Day Notice to Vacate for a 12-month lease term or a 90-Day Notice to Vacate if on a month-to-month or expired lease. The Notice to Vacate form must be signed by all tenants and obtained from Housing Hub per the *Notice to Vacate Addendum*;
18. Tenant(s) also agree(s) upon vacating the premises, the unit will be in the same condition at move-out as it was at move-in, less normal wear and tear. If carpeting is present and the condition at move-out is beyond normal wear and tear, Tenant(s) agree(s) to hire a professional carpet cleaning company and to provide a receipt from the professional carpet cleaner with the service date and unit address. If carpet cleaning does not restore the carpet to move-in condition less normal wear and tear, the carpets will be cleaned again or replaced and the cost to do so will be charged to the Tenant(s) at move-out; AND
19. The move-out will be completed and keys returned to Landlord no later than 12:00PM Noon on the last day of the month. For additional information, see attached *Notice to Vacate Addendum*.

16. **Landlord Promises** (per Minn. Stat. 504B.161):

1. That the premises and all common areas are fit for residential use;
 2. To keep the premises in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant(s), except when damage is caused by intentional or negligent conduct of the Tenant(s) or his/her guests, then it is the Tenant's financial responsibility to remedy;
 3. To maintain the premises in compliance with the applicable health and safety codes, except when a violation of the health and safety codes has been caused by the intentional misuse or negligent conduct of the Tenant(s) or his/her guests, then it is the Tenant's responsibility. A fee or charge may be applied if issue is deemed to be Tenant's or his/her guest's negligence; AND
 4. To keep the common areas safe, clean, and in good condition.
17. **Storage Units:** Some multi-unit buildings have additional storage units available for rent. Storage units are provided on a first come, first serve basis and only upon the Tenant's request. Storage units are \$0.00/month and are due on the 1st of each month for Storage Unit # --. Once the Owner gives approval and documentation is obtained and filed, the Tenant(s) MUST lock or secure any belongings in a designated area that is prominently identified. The Tenant(s) agrees not to store on or near the premises any flammable

or explosive substances, and no hazardous or illegal items. The Owner is not responsible for any lost or damaged personal property. Renters insurance is highly recommended and for some properties, it may be required. Refer to Section 33.

18. **Storing Personal Belongings in Common Areas:** Storage of personal belongings outside of Tenant(s) leased premises to include, but not limited to, decorations, rugs, shoes, etc. is strictly prohibited. The Owner is not responsible for any lost or damaged personal property. Renters insurance is highly recommended and for some properties, it may be required. Refer to Section 33.
19. **Destroyed or Unlivable Premises:** If the premises is destroyed or damaged to the point it is unfit to live in due to any cause, Landlord/Owner may cancel this Lease immediately and may choose to rebuild or restore the premises. If the destruction or damage was not Tenant's fault and Landlord cancels this Lease, rent will be prorated, and the balance will be refunded to Tenant(s).
20. **Failure to Give Possession and Move-In Condition:** If the Landlord cannot provide the premises to Tenant(s) at the start of the Lease term, Tenant(s) cannot sue Landlord for any resulting damages or loss, but Tenant(s) will not be required to start paying rent until he/she gets possession of the premises. For additional information about move-in condition, please refer to the *As-Is Addendum*.
21. **Lease Changes:** Any roommate or household changes must be reported immediately to the Landlord. A Lease Re-draft is required if a Tenant(s) needs to add/remove a roommate or add/remove a pet on this Lease Agreement prior to the Lease end date. Requirements and expectations of any Lease Changes are as follows:
 1. Fees: Tenant(s) must pay a Lease Redrafting Fee in the form of certified funds (cashier's check, money order, etc). Although there is no due date for when the fee is to be paid, the Lease Redrafting process will not begin until the Lease Redrafting Fee is paid in full. The fee is:
 1. Roommate Changes - \$200.00 if the Redrafted Lease is completed within sixty (60) days or less of the Lease end date.
 2. Roommate Changes - \$499.00 if the Redrafted Lease is completed more than sixty (60) days before the Lease end date.
 3. Pet Changes - \$200.00 for a Redrafted Lease.
 2. Requirements for Roommate Changes:
 1. Whether adding or removing roommates or a minor Tenant(s) turning 18 years old, all Tenant(s) must sign a Roommate Change Amendment.
 2. Adding a roommate or a minor Tenant(s) turning 18 years old requires the new Tenant(s) to complete a rental application, pay the required application fee, provide income verification documents, and complete a rental history/criminal background check. The Landlord will notify the new roommate if they are approved or denied for move in.
 3. Removing a roommate requires the remaining Tenant(s) to provide three (3) months of current and consecutive proof of income. The Landlord will notify the current roommate whether they're approved or denied based on their updated income.
 3. Requirements for Pet Changes:
 1. Adding a pet requires the Tenant(s) to provide the Landlord with the pet type, breed, name, age, weight and current vet records detailing up-to-date vaccinations and current city required licensing.
 2. The following fees are also required upfront in order to add a pet: Nonrefundable Pet Fee, refundable pet deposit and pet rent. Two (2) pets max per unit.
 3. For removing a pet, the Tenant(s) must let the Landlord know of the removed pet and provide proof of the removed pet. The Landlord will update their system and the Tenant(s) file accordingly.
 4. Timeline: Allow the Landlord one to two (1-2) weeks to approve any roommate or pet changes.
 5. Once the process is completed, a new Lease Agreement must be signed by all Tenant(s) in the unit with a new lease start and end date.
22. **Lease Termination Prior to Lease End Date:** Please contact the Housing Hub office for options, any

- associated fees, and other restrictions. Subletting is prohibited. Refer to Section 11 and Section.
23. **Lease Skip and Personal Property Abandonment:** If the Tenant(s) moves out of the premises before the Lease end date without giving proper notice to vacate (see Section 24-26), the Tenant(s) is responsible for all rent and any other costs and/or damages. Abandoned personal property of a Tenant(s) are belongings that are left inside or outside of a rented property after a Tenant(s) has moved out. Abandoned property will be disposed of by the Landlord however they choose after twenty-eight (28) days, or sooner with written permission from the Tenant(s). The Landlord will document and photograph all personal property left on the premises. The Tenant(s) is responsible for any and all on-site or off-site storage fees and disposal fees of their personal belongings pursuant to Minn. Stat. 504B.271 and 504B.365.
 24. **Termination of Lease with Specified Ending Date (Notice to Vacate):** If Tenant(s) wishes to move out of the premises on the date this Lease ends, the Notice to Vacate period is a minimum of Sixty (60) days or two full calendar months. Tenant(s) must give Landlord the written Notice to Vacate using Housing Hub's **Notice to Vacate form ONLY**, by the last day of the month, and will only be accepted with a month's end move-out date. If Tenant(s) fails to give proper notice, Landlord will provide an "Invalid Move Out Notice", extend the Lease for one Notice Period and raise the rent if Tenant(s) stay past the initial Lease end date on page 1. If Tenant(s) and Landlord have not renewed this Lease or signed a new Lease, this Lease shall be extended under its original terms except the duration shall be changed to month-to-month, the Notice to Vacate period is Ninety (90) days or a three full months, the rent will increase increase, and ANNUALLY a Month-to-Month Lease Term fee of \$299 plus any applicable rent charge increase will be charge. If Tenant(s) stays past 12:00AM (midnight) on the 2nd, they will be charged a full month's rent. For additional information, please refer to the *Notice to Vacate Addendum*.
 25. **Termination of Month-to-Month Tenancy:** A Ninety (90) Day Notice to Vacate is required using Housing Hub's "Notice to Vacate" form by the last day of the month at least three months in advance of move out date, even if the Lease has expired and/or is converted to a month-to-month tenancy. The Notice to Vacate form must be received by Housing Hub by the last day of the month, three full calendar months prior to the move out date, and will only be accepted with a month's end move-out date. As long as the lease duration is month-to-month, the Tenant(s) will be charged annually a Month-to-Month Lease Term fee of \$299 and rent may increase.
 26. **Active Military Personnel Lease Termination Consideration:** The Servicemembers Civil Relief Act (SCRA) helps protect active service members who are relocated due to deployment or permanent change of station (PCS). The protection begins on the date of entering duty and ends between 30-90 days after the date of discharge. If Tenant enlists, is drafted, or commissioned and on active duty in the Armed Forces of the United States and needs to break the lease, in accordance with the SCRA, a tenant must 1.) prove the lease was signed before entering active duty, 2.) prove they will remain on active duty for at least the next 90 days, and 3.) deliver a written **30-Day Notice to Vacate** the landlord accompanied by a copy of the orders to deploy / PCS or a letter from their commanding officer stating their pending deployment. Once the notice is delivered, received and confirmed, the 30-Day period will begin after the beginning on the following 1st .
 27. **Eviction:** If the Tenant(s) violates any terms of this Lease, an eviction action may be brought immediately without prior notice to the Tenant(s). If the Tenant(s) violates a term of this Lease but the Landlord does not sue or evict the Tenant(s), the Landlord does not waive the right to evict, and the Landlord may still sue or evict the Tenant(s) for any violation of any term of this Lease. Under state law, a lawful seizure from any premises of any illegal object or substance, including drugs, constitutes unlawful possession of the premises by the Tenant(s) and is grounds for automatic eviction. For additional information, see attached *Crime-Free/ Drug-free Housing Addendum*.
 28. **Eviction After Partial Payment of Rent:** It is expressly agreed to by the Landlord and the Tenant(s) that pursuant to Minn. Stat. §504B.291, acceptance by the Landlord of less than the full amount of rent due from the Tenant(s) does not waive the Landlord's right to recover possession of the rental premises for non-payment by the Tenant(s) of the balance of rent owed to the Landlord.
 29. **Attorney's Fees Provision:** If any legal authority (including but not limited to a statute, rule, ordinance, or judicial precedent) specifies an action, circumstances, or an extent to which a tenant, directly, or indirectly, may recover attorney fees in an action between the landlord and tenant, the landlord is entitled to attorney fees if the landlord prevails in the same type of action, under the same circumstances, and to the same extent as specified in the legal authority for the tenant.
 30. **Landlord's Right to Enter:** The Landlord and its Agents may enter the premises for any reasonable business

purpose, including but not limited to, showings to new prospective Tenant(s) or Buyers of the property, and inspections (Landlord, maintenance, pest control, insurance, mortgage, city, county, state and otherwise). Furthermore, The Landlord may need to turn off equipment or utilities as needed to avoid property damage or to perform work. The Landlord may enter the premises in an emergency without notice. In this instance, the Landlord will disclose the date, time, and purpose of the emergency entry in writing. The written notice will be left in a conspicuous place in the premises. The Landlord must first make a good faith effort to give the Tenant(s) reasonable notice of the intent to enter. Refer to Section 39. c.

31. **Landlord's Legal Rights and Remedies:** The Landlord may use its legal rights and remedies in any combination by using one or more of these rights or remedies, the Landlord does not give up any other rights or remedies it may have. Acceptance of rent does not waive the Landlord's right to evict the Tenant(s) for any past or existing violation of any term of this Lease. Tenant(s) must always provide current contact information. Refer to Section 41.
32. **Lease May Be Subject to Mortgage:** The premises may be mortgaged or may be subject to contract for deed. The Tenant(s) agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to the Tenant's rights.
33. **Damage or Injury to Tenant(s) Property:** The Landlord is not responsible for any damage or injury that is done to the Tenant(s), their personal property, guests, or their guests' property. Some examples include, but are not limited to, water leaks, fire/flood damage, spoiled food, and weather/mother nature. The Landlord recommends that the Tenant(s) obtain renter's insurance to protect against personal property damage. **Tenant acknowledges that without renter's insurance they are aware of the personal liabilities and consequences and opts-out of carrying renter's insurance.*
34. **Acts of Tenant(s) or Third Parties:** The Landlord is not responsible for the actions or for any damages, injury or harm caused by third parties (such as other Tenant(s), guests, intruders, or trespassers) who are not under the Landlord's control. The Tenant(s) shall reimburse the Landlord for:
 1. Any loss, damage to the premises, or cost of repair or service (including plumbing problems, running toilets, leaks, open windows, etc.) caused by the negligence or improper use by Tenant(s), his/her agents, family or guests, including items required to be reported by the City or Municipal standards, caused by the Tenant's negligence or misuse;
 2. Any loss or damage caused by doors or windows being left open, appliances unplugged, or thermostats lowered to unsafe conditions;
 3. All costs incurred by the Landlord due to abandonment of the premises, unattended leaks or toilet running, or other violations of this Lease including, but not limited to unpaid Tenant responsible utilities; AND
35. **Non-Waiver:** Any debt or charge owed by the Tenant(s) to Landlord is due upon receipt by the Tenant(s). The Landlord does not give up its right to any money owed by the Tenant(s) because of the Landlord's failure or delay in asking for any payment. The Landlord may make demand for any money owed by the Tenant(s) before or after the Tenant(s) moves out of the premises.
36. **Maintaining Smoke & Carbon Monoxide Detectors:** Smoke detectors and CO2 detectors are installed at the property and must be kept operational at all times. Tenant(s) are responsible to ensure that all the smoke and CO detectors within Tenant's unit are not disabled, removed, tampered with, or otherwise altered in any way to prevent their proper functioning at any time during the tenancy. Tenant(s) is responsible for the cost of purchase and installation of any batteries necessary to ensure the proper continued operation of detector devices in the premises, which replacement must be completed as soon as a device start to "chirp" or otherwise indicate that a battery requires replacement. If detectors become inoperable for any other reason, Tenants must notify Landlord immediately so Maintenance can come and inspect for continued safe living conditions for the unit and the entire property. If Tenant(s) or any guest disables, removes (including removal or altering of batteries), tampers with, damages, or destroys any smoke/CO2 detector device, Tenant(s) shall incur a maintenance fee of a minimum of \$55 and it will be due immediately. Additionally, Tenant(s) are responsible for notifying Management immediately if any detector in any common area of the property (common hallway, entry, basement, etc.) is not in working order.
37. **Severability:** In the event a provision or a portion of any provision of this Lease shall be held to be unenforceable, null and void, or a violation of public policy, such provision(s) shall be severed from this Lease, and the remainder of this Lease shall continue in full force and effect.

38. **Breach of Lease [Re-Entry Clause]:** If Tenant materially breaches this lease, Landlord may do these things.

1. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).
2. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action). Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord’s right to evict.
3. Bring an eviction action immediately (unlawful detainer action).

39. **Miscellaneous:**

1. **False or Misleading Rental Application:** If the Landlord determines that any verbal or written statements made by the Tenant(s) in the rental process are not true and complete in any way, the Tenant(s) shall be considered in violation of this Lease Agreement and may be evicted;
2. **Building Rules and Attachments Are Part of Lease/No Verbal Agreements:** Any addenda to this Lease are a part of this Lease. If a term of any addenda conflicts with any term of this Lease, the addenda term will be controlling. The Landlord’s building rules are a part of this Lease, and the Landlord may make reasonable changes in these rules at any time giving the Tenant(s) written notice. No verbal agreements have been made. This Lease and any applicable addendums are the entire Agreement between the Tenant(s) and the Landlord;
3. **Notices:** All Tenants agree that notices and demands delivered by the Landlord or its representatives to the premises are proper notice to all Tenants.

40. **Consent to Communications:** By signing this Agreement, you are giving written permission to allow the Landlord to communicate with you using phone, email, text, fax, and instant messaging for contact necessary regarding the fulfillment of this Agreement and for purpose deemed appropriate by the Landlord.

41. **Privacy Statement:** We value privacy, and in doing so, Housing Hub will never sell or distribute your personal information. Any changes to your personal information shall be reported immediately to the main office, 651-488-2437. If Tenant(s) fail to keep records updated with their current contact information, Housing Hub is not responsible for missed urgent notifications, rent/building issues, parking/towing/snow removal issues, etc.

42. **Other:** Other Terms

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement *****

By initialing below, you acknowledge and agree to the terms in Section 2.

X MWO X DO
 Muobosa W. Oteri Daniel J. Oberhauser

3. Animals and Pets

3.1 ANIMAL/PET ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) Muobosa W. Oteri, Daniel J. Oberhauser and Landlord for

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

1. Tenant has provided documentation from a veterinarian verifying that the pet is in good health, is current on its immunizations and cats have been spayed or neutered. All cats and dogs must be licensed in accordance with all applicable ordinances of the local municipality and must display a current license tag on collars. All vaccinations and licensing must be maintained/current. **DOCUMENTATION MUST BE RECEIVED BEFORE MOVE-IN OR PET(S) IS(ARE) NOT ALLOWED AT PREMISE.**
2. Management agrees to permit the following pets in the unit:

Tenant agrees to keep ONLY the pets registered under this form in the unit and that under no circumstance will there be any other pets on the unit without prior consent of Management. No venomous, poisonous, stinging or aggressive animals, insects, rodents, or reptiles are allowed at any time. Water filled aquariums over 25 gallons are also prohibited. NO RESTRICTED DOG BREEDS ALLOWED – Pit Bull Terriers, Staffordshire Terriers, Siberian Huskies, Rottweilers, German Shepherds, Alaskan Malamutes, Presa Cariso, Chows-Chows, Great Danes, Doberman Pinscher, Akitas, Cane Corsos, Wolf-hybrids, Mastiffs, INCLUDING ANY MIX OF THESE.

3. Tenant does hereby agree to pay a non-refundable pet fee in the amount of \$0.00 and \$0.00 refundable pet deposit.
4. Tenant understands that they are required to pay a monthly pet rent in the amount of \$0.00 and that the monthly pet rent will be automatically billed along with their monthly rent for the entire term of the Lease Agreement, even if the pet expires, runs away or the Tenant gives it away or sells the animal. If Tenant is approved to have an additional pet after move-in, this Amendment will be revised, and the pet rent will increase to \$20 more per month.
5. Tenant understands that a pet is only permitted out of the unit under the complete control/ care of a human companion and kept on a hand-held leash or in a pet carrier(s) at all times.
6. **If carpeting is present in the unit**, tenant agrees to have ALL carpeting cleaned by a professional carpet cleaner. The receipt from the cleaning must accompany the return of your keys on move-out day. In the event this does not restore the carpeting to move-in condition less normal wear and tear, we may need to re-clean or replace the carpet. If either of these were warranted, this will be a tenant charge at move-out.
7. Tenant understands that any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finishes, tiles or carpeting, etc. caused by the pet will be the full financial responsibility of the Tenant and the Tenant agrees to pay all costs involved in the restoration to its original condition. If permanent damages are caused such as stains, scratches, etc. that cannot be removed or repaired, then Tenant hereby agrees to pay the full expense of the replacement or repairs.
8. Tenant will provide adequate and regular veterinary care, as well as ample food and water and will not leave the pet unattended for any undue length of time. Tenant will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Tenant will promptly clean up any animal feces immediately.
9. Tenant are responsible for keeping pet from disturbing other tenants or becoming a nuisance. Nuisance may include chronic noise like barking, jumping, running that disturbs other tenants, failure to dispose of pet waste, allowing pet to be unleashed, etc. Tenant also agrees not to “chain” up the animal to balconies, rails etc. or leave the animal outside, unattended at anytime.
10. Tenant understands that if they are found not promptly cleaning up the animal’s waste, not maintaining the animal on a hand-held leash or accompanying the animal, Management has the right to: 1.) Ask the animal to be removed from the premises or; 2.) Enforce a fine.
11. Tenant agrees to indemnify, hold harmless and defend the Owner/ Agent against all liabilities, judgments, expenses (including attorney’s fees), or claims by third parties for any injury to any person caused by the Tenant pet(s).
12. Tenant understands that if the animal harms another person or animal for any reason the animal will need to be removed from the premises immediately and the Tenant may face eviction.
13. Tenant understands and agrees that Management maintains the right to inspect the premises and its contents without consent if there is suspicion of neglect or damage to the property or its fixtures and common areas. If Owner suspects neglect at any time, the local animal control will be contacted.
14. Presence of a pet may not interfere with maintenance or routine pest extermination of the property. Tenant

is responsible for removing or protecting the pet when these procedures are requested or scheduled by management.

15. Tenant understands and agrees that the following fines may be issued without notification if any terms of this Agreement are violated and will be added to the Tenants monthly rental invoice. Fines per violation will be enforced and are subject to change without notice.
 1. Pet that is not on a leash or in a carrier \$50.00.
 2. Failure to clean up pet waste \$100.00.
 3. Cost of extermination of pests due to the pet being in the unit.
 4. Cost to clean the apartment due to the pet will be billed per hour.
16. Tenant agrees to pay the total cost of extermination if the unit becomes infested with pests due to Tenant not properly cleaning up after their pet(s).
17. Tenant has read, understands and agrees to abide by all applicable house policies pertaining to pets.
18. If the Tenants found to have ANY unauthorized pets on the premises or if they knowingly falsify the breed, size or number of pets indicated in this agreement, they may face EVICTION proceedings and one-time or reoccurring penalties and fines to be determined by Owner equaling up to one month's rent.

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement *****

By initialing below, you acknowledge and agree to the terms in Section 3.

X MWO X DO
Muobosa W. Oteri Daniel J. Oberhauser

4. Parking and Vehicle

4.1 PARKING AND VEHICLE ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) Muobosa W. Oteri, Daniel J. Oberhauser and Landlord for

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

Permit # / Parking Area : No Parking

Garage: --

The Tenant(s) agree to keep a maximum of **0** vehicle(s) on the premises:

- **Honda , Accord, Gray, License # HSX658, 2005**

Additionally, all vehicles must be operable, no flat tires, no dripping oil or other fluids, and currently registered and licensed. Tenant(s) agree to park their vehicle in designated areas only. Tenant(s) agree to advise their guest(s) about parking and to take responsibility for where their guest(s) park. All visitors to the unit will only park in the designated parking areas per Management.

Any parking provided to the Tenant(s), is offered strictly as self-park and at the vehicle owner's own risk. No bailment or bailee custody is intended. Landlord is not responsible for nor assumes any liability for damages to

Tenant's vehicle or personal property contained within.

If Permits are required for this particular property, Tenant agrees to keep the permit displayed in accordance with all directions from management and agrees to hold harmless, management or owner of the property for all legal and financial liabilities in the event the tenants or guests vehicles are towed, stolen, damaged, broke into, etc.

Parking on the lawn of the premises or in other non-designated areas constitutes a breach of Lease. This includes parking in handicapped spaces without proper or expired permits, in front of doorways, sidewalks, or any other locations that are not deemed appropriate or approved by Management.

The Tenant(s) understand that repairs are strictly prohibited and will not be permitted on the premises.

The Tenant(s) also acknowledge that Management will provide notice of snow removal via text or email ONLY. The Tenant(s) agree to comply with the request, or their vehicle will be towed at the Tenant's expense. It is the Tenant's responsibility to provide the office with current contact information AT ALL TIMES.

The Tenant(s) also understand that any violation of this Agreement will result in the breach of Lease or the vehicle being towed at the Tenant's expense.

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement*****

By initialing below, you acknowledge and agree to the terms in Section 4.

X MWO
Muobosa W. Oteri X DO
Daniel J. Oberhauser

5. Lawn Care and Snow Clearing

5.1 LAWN CARE AND SNOW CLEARING ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) Muobosa W. Oteri, Daniel J. Oberhauser and Landlord for

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

ALL Tenant(s) are responsible for keeping the outside grounds, including where the trash and recycle bins are stored, free from trash, debris, litter, cigarette butts, etc., and are required to dispose of properly in the appropriate containers. All personal property needs to be stored inside your unit or an appropriate secured storage area except for items made to be used outside.

Responsibility for the Lawn Care and Snow Clearing Services are as follows:

Lawn Care: Landlord

*Snow Clearing/Ice Removal: Landlord

**All snow and ice must be removed down to the pavement per city ordinance.*

***Tenant(s) are responsible for Salt/Sand for under 1.5" accumulation.**

For the services the tenant is responsible for, the Tenant(s) will receive a monthly rental concession in the amount of \$.

If Tenant(s) are responsible for lawn care, Tenant(s) are required

- To maintain all grounds, including the mowing and weeding.
- Keep lawn and other areas free of leaves and lawn clippings.
- To dispose of all yard waste in an appropriate manner.

If Tenant(s) is/are responsible for snow clearing, Tenant(s) are required to

- Remove snow and salt if needed within 24 hours after a snowfall or frozen rain/ice stops.
- Keep walkways, driveways, and steps free from snow and ice.

If the Tenant(s) fails to provide proper and timely lawn care or snow & ice removal as per their above responsibilities, or if Management receives notice from the city that the Tenant(s) has failed to provide proper lawn care or snow/ice removal:

- For the 1st and 2nd occurrence: With no required prior notice, Housing Hub will arrange for an appropriate vendor to be dispatched and address the lawn or snow issue and Tenant(s) will be charged \$150.00.
- For the 3rd occurrence in a 12-month period: With no required prior notice, Housing Hub will arrange for an appropriate vendor to be dispatched and address the lawn or snow issue. The Tenant(s) will be charged \$150.00 AND moving forward, the Owner reserves the right to remove the monthly rent concession and the Tenant(s) rent may increase immediately, and the monthly rental concession above will be removed, and rent will increase by above amount.

Additionally, Tenant(s) shall hold Housing Hub and the Owner harmless from any injury or death as a result of these responsibilities.

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement *****

By initialing below, you acknowledge and agree to the terms in Section 5.

X MWO X DO
 Muobosa W. Oteri Daniel J. Oberhauser

6. Notice to Vacate

6.1 NOTICE TO VACATE ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) Muobosa W. Oteri, Daniel J. Oberhauser and Landlord for

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

The only accepted notice to vacate is the Housing Hub approved Notice to Vacate Form, no other form of notice will be honored. Tenant(s) agrees to request a Move Out Notice (NTV) Form from Housing Hub to inform the Landlord of intentions to move out when the lease expires (FROM MONTH END). Failure to comply may result in increase in rent and forfeiture of Security Deposit.

Move Out Instructions:

1. Tenant notifies Housing Hub of their intentions to vacate by submitting a **Notice to Vacate** (NTV) form

which can be obtained from www.HousingHubMN.com or if requested, sent directly to Tenant(s). **All leaseholders must sign an NTV to be valid.**

2. Tenant(s) fills out NTV form and returns it to Housing Hub's office by month's end in advance of the lease end date at least 2 full calendar months for a 12-month lease or 3 full calendar months for month-to-month. (Ex. If lease is a 12-month lease and ends on 6/30, NTV form must be received by 4/30. If received after 4/30, say on 5/1, then Housing Hub will confirm with the tenants the accepted move out date per the terms of the lease.), see Invalid Notice to Vacate below. Once a valid NTV is confirmed, Housing Hub will provide the Tenant(s) with a confirmation and detailed move-out instructions of what is expected prior to move-out.

Invalid Notice to Vacate: If Tenant(s) fails to give proper notice, Landlord will provide a confirmation of the move out date accept, extend the lease for one Notice Period and raise the rent if Tenant(s) stay past the lease end date.

Notice of Non-Renewal: Housing Hub, by the direction of the owner, may send a Notice of Non-Renewal at least 60 days prior to the lease end date to inform the tenant that the owner does not intend on renewing the current resident's tenancy beyond the last day of the lease.

If both the Tenant(s) and the Owner **DO NOTHING** and the lease expires at the end of the term, the lease will change to a month-to-month lease with the same terms as the original lease except a 90 Notice Period for Notice to Vacant will be required and the rent may increase.

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement *****

By initialing below, you acknowledge and agree to the terms in Section 6.

X MWO X DO
Muobosa W. Oteri Daniel J. Oberhauser

7. Security Deposit

7.1 SECURITY DEPOSIT WAIVER & DISPUTE ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) Muobosa W. Oteri, Daniel J. Oberhauser and Landlord for

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

- Housing Hub LLC. is only the Landlord and does not own this property and does not determine the final items to be charged or withheld from my Security Deposit. The Owner of this property has sole discretion in the matters relating to the return of the Security Deposit.
- I, the Tenant, agree to hold harmless and not file any lawsuit naming Housing Hub LLC in regards to these matters. In addition, Tenant agrees to reimburse Housing Hub LLC for all court costs and attorney's fees Landlord incurs in any suit related to a Security Deposit dispute, unpaid rent, or any other debt or charge to Tenant.
- If I have any questions or concerns regarding my Security Deposit at the end of my tenancy, I agree to contact the Owner directly or allow to have Housing Hub contact the Owner on Tenant's behalf and do not hold Housing Hub LLC responsible or liable for the Owner's decision.
- The Move-in And Move-Out inspections, if completed, are to determine the current condition of the unit ONLY. The details of these inspections are forwarded to the Owner of the property with pictures and

video (if any) for them to make the final decisions regarding any amounts to be charged or withheld from the Security Deposit.

- Tenants may request information on how to contact the Owner (or the Owner's representative) of this property at the time they receive Security Deposit disposition letter, which in accordance with MN State Law will be postmarked to forwarding address (if given) within twenty-one (21) days of ending tenancy.
- In the event that Housing Hub LLC is engaged to only find a Tenant for the Owner and not manage the property on a monthly basis, Housing Hub LLC will transfer the receipt of any Security Deposit received from Tenant(s) to the Owner to hold for the duration of the tenancy as soon as possible after the agreed move-in date.

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement *****

By initialing below, you acknowledge and agree to the terms in Section 7.

X MWO
Muobosa W. Oteri

X DO
Daniel J. Oberhauser

8. Crime-free / Drug-free Housing

8.1 CRIME-FREE / DRUG-FREE HOUSING ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) Muobosa W. Oteri, Daniel J. Oberhauser and Landlord for

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

1. Tenant(s), any members of the Tenant's household or a guest of other person under the Tenant's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture sell, distribution, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia. (MN Statute 152.092).
2. Tenant(s), any members of the Tenant's household or a guest or other person under the Tenant's control **shall not engage** in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Tenant(s), or members of the household **will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity** regardless of whether the individual engaging in such activity is a member of the household.
4. Tenant(s) or members of the household **will not engage in the manufacture, sale, or distribution of illegal drugs at any locations whether on or near the dwelling unit premises or otherwise.**
5. Tenant(s), any member of the Tenant's household, or a guest or other person under the Tenant's control **shall not engage in acts of violence or threats of violence**, including but not limited to, the unlawful discharge or firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the Rental Agreement that otherwise jeopardizes the health, safety or welfare of the Landlord, its Agent(s) or Tenant's.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this

addendum shall be deemed a serious violation and material non-compliance with the Lease.

- *It is understood and agreed that a **single violation** shall be a good cause for termination of the Lease. Unless otherwise provided by law, **proof of violation shall not require criminal conviction**, but shall be by the preponderance of evidence.*

7. In the case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the Lease executed or renewed this day between Owner and Tenant.

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement*****

By initialing below, you acknowledge and agree to the terms in Section 8.

X MWO
Muobosa W. Oteri

X DO
Daniel J. Oberhauser

9. Bed Bugs

9.1 BED BUG ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) Muobosa W. Oteri, Daniel J. Oberhauser and Landlord for

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

Addendum Goals: To maintain the highest quality living environment for Tenants; maintain a clean unit to help reduce the risk of infestation of bed bugs. The Tenants have an important part in preventing infestations. Even though housekeeping may not always prevent bed bugs but it can help reduce the chances of infestation and help in the identification of occurrences.

Tenants agree to the following rules to prevent an infestation:

- **Reporting:** Tenants will report any signs of bed bugs immediately and will NOT wait, as an infestation can spread to other areas and to other units; will report any maintenance needs immediately as bed bugs can enter through the smallest of cracks, crevices, and other openings.
- **Good Housekeeping:** Tenants will configure furniture to help minimize areas where bed bugs like to hide, keeping furniture away from walls can help; will use zippered covers that are impermeable on all mattresses and box springs; will keep unit clean by regularly vacuuming and dusting, especially in bedrooms or sleeping areas. Clutter will be removed immediately, as this can be a breeding ground for infestation. Any new or used furniture that comes into the unit will first be inspected for bed bugs, secondhand furniture will be thoroughly inspected. If returning from traveling, Tenant will always inspect all belongings for bed bugs. If having guests, Tenant will inspect the unit for infestation.
- **Pest Control:** Tenant agrees to comply with and cooperate with pest control services. This can comprise of the following:

1. Vacuuming all floors and closets.
2. Vacuuming all furniture, mattresses, box springs, cushions, drawers, and bedding.
3. Removing all bedding and securing in non-permeable bags to transport to either landfill of laundry.

4. Mattresses must be inspected carefully: if minimal infestation can be cleaned then covered with vinyl covers, it can be used again. Heavy infestation will require disposal in the correct manner.
5. Inspection of all personal property including but not limited to toys, shoes, clothing, bedding, nightstands, dressers, boxes, and stored items.
6. Bag washable and not washable items separately. Used bags must be discarded following local rules for disposal.
7. Clean all machine washable items (bedding, drapes, clothing and other items) in the hottest water available and dry at the highest settings. Discard any items that can't be decontaminated.
8. Make sure to arrange furniture for easy access so the pest control company can get to all areas of the unit, wall, closets etc.

Tenants agree to reimburse the Landlord for treatment cost if it is determined that any infestation of bed bugs commences in the Tenant's unit.

Tenant agrees that failure to comply with the terms of this Addendum shall constitute a breach of the Lease Agreement and may subject Tenant to court action, including but not limited to, a lawsuit for evictions. Tenants agrees to reimburse the Landlord for the expenses which arise in any action, claim, loss, damage, and expenses including but not limited to the attorney's fees the Landlord may sustain or incur as a result of the failure of the Tenant or guest of the Tenant to comply with the terms of the Addendum.

***Tenant warrants that all personal property and furnishings that will be moved into the unit have been inspected and are bed bug-free.*

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement *****

By initialing below, you acknowledge and agree to the terms in Section 9.

X MWO X DO
 Muobosa W. Oteri Daniel J. Oberhauser

10. No Smoking on Property

10.1 SMOKE-FREE ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s), Muobosa W. Oteri, Daniel J. Oberhauser, and Landlord for

Property Address:
 296 Bates Ave. - 8
 Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

1. **Purpose and Application of Smoke-Free Policy:** The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building. Tenant(s) acknowledges that the smoke-free policy established by this Lease Addendum is applicable for all properties owned or managed by Landlord.
2. **Definitions:**
 1. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device in which creates an aerosol or vapor, in any manner

or in any form.

2. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vaping pen, or under any other product name or descriptor.
3. **Smoke-Free Building and Grounds:** Tenant(s) agrees and acknowledges that the premises to be occupied by Tenant(s) and members of Tenant's household shall be designated as a smoke-free living environment. Tenant(s) and members of Tenant's household shall not smoke anywhere in the apartment unit rented by Tenant, including any associated balconies, decks, or patios; in the common areas of the building where the Tenant's dwelling is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators; or in any of the common areas or adjoining grounds of such building or other parts of the rental community, including entryways, patios, and yards, nor shall Tenant(s) permit any guests or visitors under the control of Tenant(s) to do so. Tenant(s) and guests of Tenant's must be at **least 25 (twenty-five) feet away from the property**. If no smoking signs are missing or taken down, the Tenant(s) shall notify Housing Hub immediately.
4. **Tenant(s) to Promote Smoke-Free Policy and to Alert Landlord of Violations:** Tenant(s) shall inform Tenant's guests of the smoke-free policy. Further, Tenant(s) shall promptly give Landlord a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.
5. **Landlord to Promote Smoke-Free Policy:** Landlord shall post no-smoking signs at entrances and exits, common areas, and hallways, and inconspicuous places on the grounds of the apartment building.
6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:** Tenant(s) agrees that the other Tenants in the building are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant(s) may bring legal action against another Tenant(s) related to this smoke-free Lease Addendum, but a Tenant(s) shall not have the right to evict another Tenant. Any legal action between Tenants related to this smoke-free Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.
7. **Effect of Breach and Right to Terminate Lease:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant(s) acknowledges that a breach of this Lease Addendum shall also render Tenant(s) liable to Landlord for the costs of repair to Tenant's unit due to damage from smoke odors or residue.
8. **Disclaimer by Landlord:** Tenant(s) acknowledges that Landlord's adoption of this smoke-free policy and the efforts to designate Tenant's building as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant(s) household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. Tenant(s) acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant(s) and Tenant's guests. Landlord shall take reasonable steps to enforce this smoke-free policy. Landlord is not required to take steps in response to smoking in violation of this agreement unless Landlord knows of the smoking or has been given written notice of the smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.

***All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement ***

By initialing below, you acknowledge and agree to the terms in Section 10.

X MWO
Muobosa W. Oteri

X DO
Daniel J. Oberhauser

11. Rental Verification

11.1 RENTAL VERIFICATION ADDENDUM

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) Muobosa W. Oteri, Daniel J. Oberhauser and Landlord for

Property Address:
296 Bates Ave. - 8
Saint Paul, MN 55106

Tenant(s) agree to all terms herein.

Purpose of The Rental Verification Addendum: For the Landlord to provide rental housing verification to a third-party source. Some common examples of a third-party source would be a landlord/property management company, bank/credit agency, and government or law enforcement entity.

The Tenant agrees to the following requirements in order for the Landlord to provide a rental verification to a third party:

1. A written and signed Tenant Authorization for Release of Information;
2. Proper and approved sixty (60) Days' Notice to Vacate the premises to the Landlord; or
3. A signed Tenant Exchange Agreement and relisting fee paid to the Landlord.

Under no circumstance will the Landlord provide a rental verification if the above requirements are not met.

*****All blank fields in this lease are to be understood as Not Applicable (N/A) to this Lease Agreement *****

By initialing below, you acknowledge and agree to the terms in Section 11.

X MWO
Muobosa W. Oteri

X DO
Daniel J. Oberhauser

Housing Hub, LLC

351 Kellogg Blvd East • St. Paul, MN 55101
(651) 488-2437



12. 18. Sign and Accept

12.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X Muobosa W. Oteri

Lessee

IP Address: 68.47.74.84
05/27/2023 08:26pm CDT

X Daniel Oberhauser

Lessee

IP Address: 68.47.74.84
07/22/2023 07:56am CDT

X Steve Steinolfson

Lessor

IP Address: 98.240.208.12
07/22/2023 08:57am CDT