



**ANASTASI
& ASSOCIATES**
A Professional Association

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Stacy A. Woods
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November 15, 2011

Ramsey County Courthouse
Ramsey County Housing Division
15 Kellogg Blvd West, Room 170
St. Paul, MN 55102-1618

VIA HAND DELIVERY

RE: *The George Group North, LLC/Chandler Vang*
Court File No.: _____
Property Address: 1015 York Avenue, Unit 3, St. Paul, Minnesota 55106
Our File No.: 15949

Dear Sir/Madam:

Enclosed for filing in your office, please find an Unlawful Detainer Complaint Residential Property of Plaintiffs, The George Group North, LLC. Kindly file the same at your earliest convenience and provide the Eviction Summons to be served on the above-named Defendant. We appreciate your professional courtesy in scheduling this matter for a hearing as soon as possible.

Also enclosed, please find our firm check in the amount of \$320.00, as and for your required filing fee.

Thank you for your prompt and courteous attention to this matter. As always, please feel free to contact us should you have any questions.

Sincerely,


Stacy A. Woods

SAW/anh

enc.

cc: Robert Grace @ The George Group North, LLC

YOUR LEGAL DEPARTMENT[®]
AnaLawFirm.com

4. Pursuant to the terms of the Lease, Tenant is required to pay to Landlord monthly rent in the amount of Five Hundred Fifty Dollars (\$550.00), throughout the term of the Lease ("Rent"), on the first day of each and every month.

5. Tenant has failed to make payments of the Rent to Landlord for September, October, and November of 2011.

6. As of November 15, 2011, Tenant has failed to make payment to Landlord in the aggregate amount of One Thousand Six Hundred Fifty Dollars (\$1,650.00).

7. On December 1, 2011, Tenant shall also become obligated to Landlord for Rent for the month of December, 2011.

8. Tenant and Landlord executed that certain agreement to vacate on November 3, 2011 ("Agreement"). Tenant's rights related to the Property, if any, pursuant to the Lease were extinguished on November 4, 2011, by Tenant's failure to vacate the Property.

9. Tenant has unlawfully retained possession of the Property and Landlord respectfully requests the immediate return of possession of the Property, together with the costs of filing and serving this action.

10. Landlord, pursuant to the terms of the Lease, is also entitled to payment of all attorneys' fees incurred by Landlord.

Dated: November 15, 2011

ANASTASI & ASSOCIATES, P.A.



Stacy A. Woods, #261658

Anne K. Stouft, #388062

Attorneys for Plaintiffs

14985 60th Street North


Stillwater, MN 55082

(651) 439-2951

#15949


ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorneys' and witness fees may be awarded pursuant to Minn. Stat. §549.211, Subd. 2, to the party against whom the allegations in this pleading are asserted.


Stacy A. Woods, #261658

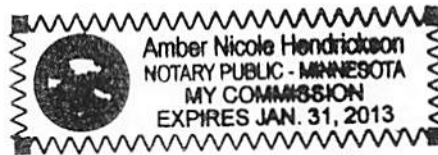
VERIFICATION

Stacy A. Woods, Esq., being one of the attorneys representing The George Group North, LLC, a Minnesota limited liability company, the named Plaintiff herein, being duly sworn, states that she has read the Complaint, and that it is true to her own knowledge, to the best of information and belief.


Stacy A. Woods, #261658

Subscribed and sworn to before me
this 15th day of November, 2011.


Notary Public





The George Group North, LLC

RESIDENTIAL LEASE AGREEMENT (MINNESOTA)

THIS AGREEMENT made effective as of the 4 day of _____, 20__

BETWEEN:

The George Group North, LLC

(the "Landlord")

- and -

Chandler Vang

(the "Tenant")

Greeny Deposit

8/4/11 - paid 200

8/15/11 - 200 - Rent
200 - Deposit

9/1/11 - ~~450~~ 450.00

10/1/11 - 500.00

11/1/11 - 555.00

Agreement

1. Leased Premises

IN CONSIDERATION of the representations made in the rental application tendered by the Tenant, and the rent reserved herein and the covenants herein contained, Landlord hereby rents to Tenant and Tenant hereby rents from Landlord the premises situated at 1015 York #3 MN Ramsey County, Minnesota identified as Unit ____ (the "Premises"), subject to the terms and conditions hereinafter set forth.

2. Term

The duration of this Lease shall be for a fixed term, commencing at 12:00 noon on the 1st day of August, 2011 and terminating at 12:00 noon on the 1st day of _____, 2011 (the "Term").

3. Rent & Other Monthly Charges

(MONTH to MONTH)

The monthly rent due under this Lease is the sum of \$555.00 (DOLLARS) payable in 12 equal monthly installments of \$555.00 per month to be made on the first day of each month. All rent payments are due on the first (1st) day of each calendar month during the Term of this Lease. Rent payments shall be paid by one check, [pre-authorized debit], cash or money order per month. All rent payments and other payments to be made hereunder shall be made by mail or personal delivery to the Landlord at the address set out on the face of this Lease, or such other address as the Landlord may from time to time designate in writing to the Tenant. If rent payments are being sent by regular mail, the Tenant is responsible for ensuring that such payments are mailed with sufficient time to allow delivery by the 1st day of the month. If any rent payment is hand delivered to the Landlord, the Tenant should request a receipt from the Landlord as confirmation.

4. Dishonored Check Fees

In each instance that Tenant presents a check to Landlord for rent or any other amount due under this Lease is dishonored by Tenant's bank for insufficient funds, "stop payment" or any other reason, a service charge of \$50.00 will be assessed.

5. Late Charges

If Tenant fails to pay the rent in full within 7 days after the same becomes due, Tenant will be assessed a late charge of \$50.00. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date that the same is due.

Handwritten signatures

6. Pro-rated First Month's Rent
 The pro-rated rent from the commencement of this Lease to the first day of the following month is \$_____ per day, or a total of \$_____, which amount shall be paid at the execution of this Lease.

7. Rent Increases
 In the event of a rent increase, Tenant shall be given notice of one rental period plus one day. Rent cannot be raised during a definite term lease unless the lease allows for a rent increase.

8. Security Deposit
 A security deposit of \$400.00
 DOLLARS (\$) _____
 collected from Tenant shall be held by the Landlord as security against loss from damage, nonpayment of rent or any other breach of this Lease by Tenant. Landlord shall deposit the security deposit into a bank account, and upon termination of this Lease return the security deposit with interest to the Tenant within twenty-one (21) days of the termination of this Agreement.


9. Possession at Commencement of Term
 The security deposit is to be held as collateral security and applied against any rent, late fees, damages or other charges that may remain due and owing at the expiration of this Lease, any extension thereof or any holding over period for which Landlord is entitled to apply security deposits.

10. Occupancy & Use of Premises
 Tenant shall not be entitled to possession of the Premises hereunder until the security deposit and first month's rent (or prorated portion thereof, if applicable) is paid in full and the Premises has been vacated by the previous tenant. If Landlord is unable to deliver possession of the Premises to Tenant on or before the commencement of the term of this Lease due to holding over by another tenant, Tenant's right of possession hereunder shall be postponed until the Premises are vacated by the tenant holding over, and rent hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that Landlord is unable to deliver possession. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event that Tenant, for any reason whatsoever, is unable to enter and occupy the Premises.

11. Utilities & Services
 The Premises shall be used for residential purposes only. It shall not be used for business, illegal or other non-residential activities.
 If individuals other than those listed above are found residing at the Premises for more than 2 days without prior written approval by the Landlord, the Landlord may at its sole discretion terminate this Lease and pursue eviction of the Tenant and all other occupants of the Premises.

The following utilities and services shall be provided and/or paid for by the party indicated beside each item:

Service / Utility	Landlord	
	Tenant	X
Electricity		

Initials: 

Service/Utility		Landlord	Tenant
Gas/heating		X	
Water/sewer		X	
Telephone			X
Cable TV			X
Garage pick-up		X	
Trash receptacles			
Lawn care		X	
Snow removal		X	
Laundry facilities		X	
Smoke detector batteries		X	
Light bulb replacements		X	

[If Tenant is responsible for water bills: At the end of the Term of this Lease, the Tenant shall submit a receipt showing that the final water bill has been paid. Failure to provide this receipt within ten (10) days of vacating the Premises will result in the actual charges being assessed against Tenant's security deposit.]

12. Appliances & Furnishings

The Landlord shall supply the following appliances, window coverings, carpets and/or furnishings:

Refrigerator, Stove, Microwave, Dishwasher, Disposal, and all other items as is on the commencement of the Term.

13. Parking & Storage of Vehicles

The Tenant shall be provided with _____ parking stall(s). [If stalls are numbered or otherwise identifiable: being parking stall(s) numbered/designated as _____].

The Tenant shall park only the following vehicle(s) in the aforementioned parking stall(s):
[description of vehicle(s) by make, model, color, year and license plate]

The Tenant acknowledges and agrees that any vehicle other than the vehicle(s) listed above which is parked in the designated parking stall(s) may be towed away and the cost of such towing will be the responsibility of the vehicle's owner. [For on-street or parking other than in parking stalls: The Tenant will be assigned a parking sticker for each of the above listed vehicles, which are to be placed on the right rear or side window of vehicle. Tenant will be charged \$_____ for each new, replacement or lost parking sticker. Failure to install a parking sticker may result in the subject vehicle being towed at the owner's expense.

The Tenant will not park boats, trailers, snowmobiles, or unlicensed vehicles on or around the Premises at any time without Landlord's written permission.

It is the Tenant's responsibility to ensure that the Tenant's family, guests and invitees do not park in areas designated for use by other tenants, or in such locations or in such a manner as to obstruct the vehicles of other tenants.

Initials:

[Handwritten signatures]

Electric Tenant

14. **Vehicle Maintenance**
Neither the Tenant nor the Tenant's family, guests or invitees shall perform any kind of vehicle maintenance or servicing, including but not limited to oil changes, washing, waxing, tune-ups or other maintenance, on or around the Premises or any of the driveways, parking lots, garages and yards adjacent to the Premises. Any vehicle found being serviced shall be subject to immediate towing at the vehicle owner's expense without notice.

15. **Examination of Premises and Acceptance by Tenant**
The Tenant acknowledges that he has examined the Premises and his acceptance of this Lease is conclusive evidence that the Premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the Premises have been made and that no agreement has been made to redecorate, repair or improve the Premises unless hereinafter set forth specifically in writing and signed by the Landlord. Landlord will supply to Tenant in the manner required by law, if so required, any property and/or inspection checklists. The Landlord will deliver the Premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes the Premises in its AS-IS condition. Tenant agrees not to damage the Premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests.

Tenant is advised that a premises condition and/or contents inventory statement may be used by Landlord:

(a) As the basis to determine whether prepaid rent or Tenant's security deposit shall be applied to the payment of damages to the Premises; and

(b) To compute the recovery of other damages to which Landlord may be entitled.

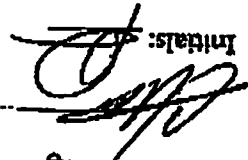
16. **Keys & Locks**

The Tenant may request locks to be changed at the time of taking possession, or at any other time for a re-keying fee of Landlord's actual cost per lock. The Tenant agrees to not change any lock or install any additional lock, burglar alarm or other security device without the written consent of the Landlord. Tenant agrees that any locks or security devices installed by Tenant shall become the property of Landlord upon the expiration of this Lease.

17. **Disclaimer of Security Warranties**

Landlord, Landlord's agents or employees make no warranties, guarantees or representations regarding the security of the Premises, common areas, the Building or the community, and any such warranties and representations, whether expressed or implied, are hereby disclaimed. Tenant hereby agrees and acknowledges that Tenant and all occupants of the Premises shall have the exclusive responsibility of protecting the Premises, themselves and Tenant's guests and invitees from crime, fire, and other danger. Landlord shall not provide and shall have no duty to provide any security devices to Tenant or the other occupants of the Building with the exception of those required by applicable law. Tenant shall look solely to the local law enforcement personnel and other forms of public safety for protection. Tenant agrees and acknowledges that protection against criminal action is not within the power of Landlord, Landlord's agents or employees, and although Landlord, from time to time, may provide crime deterrent services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, or in any manner modify, the above agreement. Upon Tenant's reasonable request Landlord shall consider permitting Tenant to install fire safety and/or crime deterrent devices, provided such devices do not damage the Premises, create danger, and Tenant provides Landlord with duplicate keys and alarm codes enabling Landlord to access the Premises.

Initials:



18. Repairs & Maintenance

The Tenant agrees to give the Landlord prompt notice of necessary repairs. The Landlord will make all necessary interior and exterior repairs to the Premises in a timely manner, to keep the Premises in a tenable condition as prescribed by local or state housing ordinances. The Landlord shall commence repairs or cause repairs to be commenced to heating, plumbing or electrical failures within twenty-four (24) hours of receiving a request from the Tenant for such repairs.

19. Doors, Windows & Screens

The Tenant is responsible for the cost of repair and replacement of windows, doors and screens due to negligence or vandalism on the part of the Tenant or Tenant's family, guests or invitees. Tenant further understands and agrees that even if it is proven that a third party is responsible for such damage, it is the Tenant's responsibility to pay for the repair and/or replacement of these items; however, the Tenant may apply to the Landlord for reimbursement of the cost of such repair and/or replacement, and the Landlord may at its option elect to reimburse the Tenant for the same.

20. Water-Filled Furniture

The Tenant shall not use or allow to be used on the Premises any type of water-filled or liquid-filled furniture, including, but not limited to, waterbeds and fish tanks. The Tenant will be charged for any indentations left in the carpet or flooring due to the weight of the water furniture, and may include the cost of complete replacement of the carpet or flooring, if the indentation cannot be completely removed through other means the Landlord deems applicable.

21. Tenant Alterations or Improvements

The Tenant shall not alter the Premises or any of the fixtures, appliances or furnishings supplied by the Landlord in any way without the prior written consent of the Landlord. The Tenant agrees not to repair, remodel, drive nails into woodwork or other surfaces, or use any adhesive items on walls or other surfaces unless prior written permission is given by the Landlord. Tenant agrees that all authorized alterations or improvements made by Tenant shall become the property of Landlord at the expiration of the Lease.

22. Landlord's Right of Entry

The Landlord reserves the right at all times to enter the Premises without notice or consent in the case of an emergency. The Landlord reserves the right upon twenty-four (24) hours' notice to Tenant, to enter the Premises for making inspections, repairs, alterations, or improvements, to supply necessary or agreed services, or to show the Premises to potential or actual tenants, purchasers, mortgagees, workmen or contractors. Failure by the Tenant to agree to a pre-arranged time of entry is viewed as permission to enter. Refusal by Tenant to let Landlord enter the Premises subject to the above notice requirements will be considered reasonable grounds for eviction.

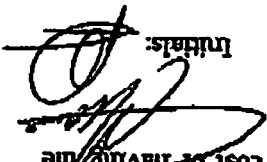
23. Sub-Letting or Assignment

The Tenant will not sub-let the Premises or any portion thereof, or assign this Lease without the prior written consent of the Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion.

24. Pets

No pets or animals of any kind will be permitted on the Premises without the written consent of the Landlord. If written permission is granted by Landlord, Tenant agrees to pay the cost of having the

Initials:



dwelling furnished for fleas, ticks and other parasites by a professional exterminator at the termination of Tenant's occupancy. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional pet deposit being paid prior to the pet being kept in the Premises.

25. Fire Extinguishers & Smoke Detectors
The Tenant is responsible for maintaining any smoke detectors on the Premises and to test the smoke detector once a week to ensure that the smoke detectors and batteries are in good working order. It is the Tenant's responsibility to replace the batteries as required. SMOKE DETECTORS AND FIRE EXTINGUISHERS SHALL NOT BE DEACTIVATED OR REMOVED BY TENANT.

Upon taking possession of the Premises, the Tenant shall have seven (7) days to notify the Landlord in writing if a smoke detector or fire extinguisher is malfunctioning. Upon receipt of such notice, the Landlord will promptly repair these items. Following the seven-day period, the Tenant is held responsible for these devices.

26. Lawn Care & Snow Removal
If applicable, the Tenant will provide lawn care and snow removal at such times as it deems necessary and appropriate. Leaf raking, gardening, and trimming will be performed at the Landlord's sole discretion. The Tenant is responsible for picking up and disposing of any litter, trash or debris from the Premises and grounds.

27. Disturbances, Illegal Activities, Violations of Ordinances
The Tenant is responsible for the conduct of family members, guests and invitees. Violation of local housing ordinances and disturbances to neighbors or other tenants of the Premises will not be tolerated. If local law enforcement authorities are needed to enforce ordinances or control noise, the Tenant may be subject to eviction.

Recurring noise violations, or the provision or consumption of alcohol by underage persons on the Premises may be grounds for an eviction as determined by the Landlord. At no time shall the number of individuals in the Premises be greater than FIFTEEN (15). Failure to comply with this provision shall give Landlord the right to terminate the Lease at its sole discretion.

The Tenant shall not engage in conduct or allow any family member, guest or invitee on the Premises with expressed or implied permission to engage in conduct which is hazardous, dangerous or unlawful. In the event the Tenant or any invitee of the Tenant is charged or convicted for a criminal offense occurring in or around the Premises, the Landlord shall have the right to terminate this Lease immediately. Violation of this clause shall not only be a breach of the Lease, but in addition, the Tenant agrees to reimburse Landlord for any damages Landlord suffers by reason of any such violation.

Notice of Prohibition against Unlawful Activities.

(a) Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.

(b) Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT. §617.80, Subdivision 4, to occur on the Premises or in the common area

Initials:

and curtilage of the Premises.

(c) Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT. 241 §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.

The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.

28. Landlord's Responsibilities and Duties

Landlord shall be responsible for maintaining:

- (a) effective waterproofing and weather protection of the roof and exterior walls, including the repair or replacement of broken, damaged or defective windows or doors except damage caused by Tenant or his guests, invitees or family members;
- (b) plumbing or gas facilities which conformed to applicable laws in effect at the time of installation, which have been maintained in good working order;
- (c) water supply approved under applicable laws, which is under the control of the Tenant, capable of producing hot and cold running water, or a system which is under the control of the Landlord, which produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

(d) heating facilities which conformed with applicable law at the time of installation, which have been maintained in good working order;

(e) electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, which have been maintained in good working order;

(f) building, grounds and apartments at the time of the commencement of the Lease in every part clean, sanitary, and free from all accumulations of debris, rubbish, garbage, rodents and vermin, and all areas under exclusive control of the Landlord at the time of the commencement of the Lease kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;

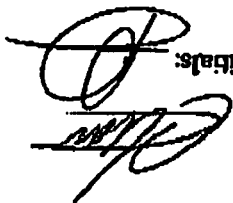
(g) a sufficient number and size of trash receptacles, in clean condition and good repair at the time of the commencement of the Lease, with the Landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under Landlord's control;

(h) floors, stairways, railings and all common areas maintained in good repair; and

(i) compliance with the requirements of applicable building and housing codes materially affecting health and safety, including but not limited to installing dead-bolt locks on all swinging entrance door, and installing window locking devices.

Landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant

Initials:



29. Tenant's Responsibilities and Duties

Tenant covenants:

(a) to keep the Premises clean and sanitary as the condition of the Premises permits;

(b) to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner in the trash receptacles provided by Landlord;

(c) to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;

(d) not to permit any member of Tenant's family, or any person who has entered the Premises at Tenant's invitation, to willfully, wantonly or negligently destroy, deface, damage, impair or remove any part of the Premises or the building in which the Premises are located, or the facilities, equipment, or appurtenances thereto, nor to do any such thing himself;

(e) to pay for any repairs for damage to the Premises, the building, contents, facilities, equipment or appurtenances thereto caused by Tenant, Tenant's family, agents, guests or invitees, at the time of repair;

(f) to occupy the Premises as a private residence only, utilizing portions thereof for living, sleeping, cooking or during purposes only which were respectively designed or intended to be used for such occupancies.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

30. Quiet Enjoyment

Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of the Tenant to be kept and performed, shall at all times during the existence of this Lease, renewals or extensions peacefully and quietly, have, hold, and enjoy the Premises, without suit, trouble or hindrance from Landlord, or any person claiming under Landlord.

31. Indemnification of Landlord

The Tenant hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Landlord and its agents from and against any and all loss, claim or damage by reason of any accident, injury or damage to any person or property occurring on or about the Premises and the Building in which the Premises are situate, unless such accident, injury or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

32. Tenant's Insurance

The Tenant understands and acknowledges that the Landlord's insurance coverage does not insure against loss of Tenant's personal property on the Premises due to fire, theft, vandalism or other causes. Tenant is responsible for placing personal liability insurance as well as contents insurance on Tenant's personal property for fire, casualty loss, theft and all other losses. Tenant is strongly advised to independently purchase insurance to protect Tenant, Tenant's family, invitees, guests and all personal property on the Premises and/or in any common areas, from any and all loss and damage.

33. Notice of Injury

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the Premises or in any common area, written notice

Initials:

of same shall be provided by Tenant to Landlord at the address designated for delivery of notices as soon as possible but in any event not later than five (5) days following such injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

34. Representations by Tenant

Tenant acknowledges that the statements and representations made in the Rental Application signed by Tenant are true, that they are deemed a part of this Lease, and the falsity of any one of them shall constitute a breach hereof.

35. Termination of Lease and Holding Over

Either Landlord or Tenant may terminate this Lease at the expiration of the term or any extension thereof by giving the other party thirty (30) days written notice prior to the due date. Since time is of the essence in all matters of this Lease, and especially with respect to the issue of renewal, if Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable law, at the monthly rate in effect during the last month of the expiring term plus \$50.00, the resultant rent being Landlord's present rental fee for month to month tenancies. All other terms and provisions of this Lease shall remain in full force and effect.

36. Extended Absences by Tenant

Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven (7) or more consecutive days. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the Premises and inspect for needed repairs. If such absences are customary and frequent, Tenant agrees to provide Landlord with a schedule outlining the expected frequency and duration of Tenant's extended absences throughout the term of this Lease.

37. Abandonment

Abandonment shall be defined as the absence of the Tenant from the Premises for a period of seven (7) or more consecutive days while rent or any monies owing remain unpaid. In such event, Tenant will be considered in default of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease and/or applicable law, except in the case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the Premises and terminate this Lease without notice to Tenant.

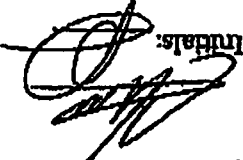
38. Damage, Partial or Total Destruction of Premises

If the Premises are rendered totally unfit for occupancy by fire, act of God, act of robbers or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the Premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the Premises bears to the whole of the Premises. Tenant, Tenant's family, guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

39. Default or Breach by Tenant

In the event of any default hereunder on the part of the Tenant, Tenant's family, agents, guests and/or invitees, or should the Tenant occupy the Premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of such events

Initials:



the Landlord shall have the right to terminate this Lease by any and all methods allowed Landlord by law.

40. Notices

Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the Premises, or addressed to Tenant's last known residence address, or hand delivered, or placed in Tenant's mailbox addressed to Tenant at the Premises. If Tenant is more than one person, then notice to one shall be deemed to be notice to all. The Landlord, any person managing the Premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

If to Landlord:

Address: 1015 York Ave Apt 3
ST Paul MN

Phone:

41. Subordination

Tenant agrees to accept the Premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject the Premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the Landlord's right to subject the Premises to a mortgage or other lien.

42. Furniture Domain

If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when the vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

43. Miscellaneous Provisions

- (a) *Amendments:* This Agreement may not be modified or amended except in writing and executed by both of the parties.
- (b) *Paragraph Headings:* The division of this Lease into sections and the insertion of paragraph headings is for convenience of reference only and shall not affect the construction or interpretation of this Lease.
- (c) *Jurisdiction:* The parties agree that if any legal action pertaining to the enforcement of this Lease or any of its provisions is initiated by any party to the subject Lease, said action shall be filed and heard in the jurisdiction of which the Premises is located unless prohibited by law.
- (d) *Entire Agreement:* This document and any Attachments constitutes the final and entire agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Initials: _____

- (e) **Obligations Joint and Several:** In the event the Premises is rented to one or more individuals as the Tenant hereunder, each of the individuals shall be jointly and severally liable for the entire rent due and the performance of the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against the other Tenants. Each individual Tenant understands and acknowledges that there is joint and several responsibility with respect to the Premises and, accordingly, must exercise responsibility to see that the Premises is maintained in good order and repair and that the rental account is kept current.
- (f) **Severability:** In the event any provision of this Agreement shall be held invalid, such provisions shall be deemed severable and the remaining provisions hereof shall remain in full force and effect.
- (g) **No Waiver:** Any waiver of a default hereunder shall not be deemed a waiver of this Lease or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.
- (h) **Remedies Cumulative:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by law.
- (i) **Time of Essence:** Time is of the essence in all matters with respect to this Lease.
- (j) **Cost Costs and Attorney's Fees:** In the event that the services of an attorney are required or legal action is taken to enforce the terms of this Lease by Landlord, or to protect those rights provided by this Lease or by law, Landlord shall be entitled to an award of actual attorney's fees, costs, and expenses reasonably expended if successful in such action.

44. **Additional Tenancy Conditions**

Co-signer Agreement

Tenant acknowledges receipt of an executed copy of this Lease.

Notice to Tenant: As stated in this Lease, if you hold over after the expiration of the term of this Lease, you shall, in the absence of any written agreement to the contrary, be a tenant from month to month at the monthly rate in effect during the last month of the expiring term plus \$50.00.

The George Group North, LLC

8/4/11

Date

By: 

8/8/11

Date



[TENANT]

Date

[TENANT]

Initials: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - (ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Landlord (check (i) or (ii) below):
- (i) Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - (ii) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

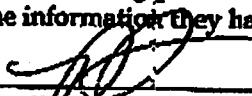
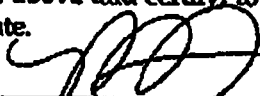
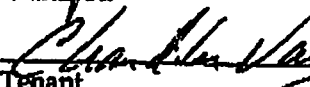
- Tenant has received copies of all information listed above.
 Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Landlord/Agent's Acknowledgment (initial)

Landlord is aware / Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

	8/4/11		8/4/11
Landlord	Date	Landlord	Date
	8-4-11		
Tenant	Date	Tenant	Date
Agent	Date	Agent	Date

Initials: _____