



**Invoice**

Date: 3/25/21

Customer : **Urban Enterprises Inc.**

Address: **922 Woodbridge St. St. Paul #2**

Work Order #:

[Telephone]

Qty	Description	Unit Price	Material Included	Line Total
	Screen door replace front door			425.00
			Tax	
<b>Total</b>				<b>425.00</b>

**Thank you for your business!**

**JEFF'S HANDYMAN** and **CLEANING SERVICES** LLC

775 E Wheelock Parkway. St. Paul MN 55106

Phone/Text: 651-283-2556

Email: [jlaunderville7@gmail.com](mailto:jlaunderville7@gmail.com)

[Facebook.com/jeffhandymanservices](https://www.facebook.com/jeffhandymanservices)



**Invoice 001**

Date: 3/25/21

Customer : **Urban Enterprises Inc.**

Address: **922 Woodbridge St. St. Paul #1**

Work Order #:

[Telephone]

Qty	Description	Unit Price	Material Included	Line Total
	Door lock replacement and new door with frame and new door sweep		yes	750.00
	Screen door repair door shock and repair latch back door			125.00
			Tax	
<b>Total</b>				<b>875.00</b>

**Thank you for your business!**

**JEFF'S HANDYMAN and CLEANING SERVICES LLC**

775 E Wheelock Parkway. St. Paul MN 55106

Phone/Text: 651-283-2556

Email: [jlaunderville7@gmail.com](mailto:jlaunderville7@gmail.com)

[Facebook.com/jeffhandymanservices](https://www.facebook.com/jeffhandymanservices)

**Appliance Repair, Inc.**

5301 East River Road Suite 108  
Fridley, MN 55421 US  
(763) 780-8200  
stephanie@service4appliances.com



# RECEIPT

**RECEIPT #** 62823  
**DATE** 05/26/2021

**BILL TO**

Urban Enterprises Inc  
4542 Nicollet Ave  
Mnpls, MN 55419

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

**PMT METHOD**

Credit Card - xxxxxxxxxxxx8603

DATE	ACTIVITY	AMOUNT
	<b>Refrigerator Sale</b>	245.00T
	<b>Standard Delivery</b>	99.00
SUBTOTAL		344.00
TAX (7.125%)		17.46
TOTAL		361.46
AMOUNT RECEIVED		361.46
BALANCE DUE		<b>\$0.00</b>

**Clause 1. Identification of Landlord and Tenant**

This Agreement is entered into between

Betha Vaughn Dominick Davis ("Tenant")  
and Matt Hursh ("Owner"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

**Clause 2. Identification of Premises**

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at:

922 Woodbridge (Lower Unit) city; St. Paul, MN  
55117, ("the premises"), together with the following furnishings and appliances: 1 stove,  
refrigerator  
1 Washer, 1 Dryer, Fridge

**Clause 3. Limits on Use and Occupancy**

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children (include birthdates for each occupant):

Sacquette Nicholas

Occupancy by guests for more than 5 days is prohibited without Landlord's written consent and will be considered a breach of this Agreement. Once a minor child reaches the age of 18, they must pass a criminal background check and become a leaseholder in order to remain on the premises.

**Clause 4. Term of the Tenancy**

The term of the rental will begin on 8/1, 2020, and end on August 31st, 2020 at 12:00 pm.

- A) If Tenant fails to move in, OR vacates before the lease term ends,
  - Tenant will be liable for the balance of the rent for the remainder of the term, OR until a new, qualified tenant is found to replace Tenant.
  - If the unit is re-rented at a lower rate than that of this lease, the Tenant will be responsible for the difference until the natural expiration of this lease OR if the lease has become month-to-month the Tenant will be responsible until the end of the next notice period (per Clause 4c).
  - Tenant will also be responsible for an early termination fee equal to one month's rent.**
  - AV Tenant 1 Initials DD Tenant 2 Initials A Tenant 3 Initials      Tenant 4 Initials
- B) Tenant will move out of the Premises on the date this lease ends, this is a mutual understanding so no additional notice is required..
- C) If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that Rent due according to Clause 5 shall be increased by \$100.00 per month. A 60-day written notice will still be required prior to the Tenant vacating the Premises. Final day of occupation must be the last day of the month at 12:00 pm, noon.
- D) Tenant will be charged \$20/per hour for every hour still in the property after this time.
- E) If Tenant wishes to renew their lease after they have already given notice to vacate and marketing has begun to find a new tenant, Landlord may, at Landlords discretion, agree to said renewal. Tenant may, at Landlords discretion, be responsible for a \$500 leasing fee.
- F) Duty to pay rent after eviction or surrender. Rent is due under this Lease even if Tenant surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.

**Clause 5. Payment of Rent**

**Regular monthly rent**

Tenant will pay to Landlord a monthly rent of \$ 1,400, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Matthew Hursh: 3418 Owasso St. Shoreview, MN 55126

**Pro-rated first month's rent.**

For the period from Tenant's move-in date NA, through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$ NA. This amount will be paid on or before the date the Tenant moves in.

**Form of payment.**

Landlord will accept payment in these forms: personal check, cash deposit, cashier's check, or money order made payable to Matthew Hursh: 3418 Owasso St. Shoreview, MN 55126

**Clause 6. Late Charges**

Rent is considered paid when it is received at our office, NOT when it is postmarked (if mailing please allow seven days). If Tenant fails to pay the rent in full before the end of the fifth (5<sup>th</sup>) day after it's due, Tenant will pay Landlord a late charge equal to 10% of the monthly rent or \$ 140.00. Eviction will be automatic if the total rent is not received by the fifteenth (15<sup>th</sup>) day of the month.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant will pay Landlord a returned check charge of \$30.00 plus late fees.

**Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of \$ NA as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 21 days after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

**X YOUR SECURITY DEPOSIT WILL BE HELD BY THE OWNER OF THE PROPERTY. THIS OWNER MAY NOT BE A LICENSED BROKER AND MAY NOT BE HELD IN A TRUST ACCOUNT COMPLIANT WITH MINN. STAT. 82.75**

**Clause 9. Waiver**

Tenant agrees that any and all monies received related to their tenancy are applied as follows:

- a) First to any balance of the security deposit
- b) Second to any late fees
- c) Third to any outstanding invoices
- d) Fourth to any past due rent
- e) Fifth to any current rent

Landlord does not waive the right to insist on payment of the rent in full on the date it is due. Landlord may initiate an eviction action upon partial payment of rent.

**Clause 10. Utilities**

Tenant will pay his/her water and garbage bill. Tenant will pay portion of electrical and gas upon owner/manager request, who will first show tenant due bill and never ask for more than 50%.

**Clause 11. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 12. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary and in good condition, (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware. Tenants **may not** contract for any type of repair, or tenant will be responsible for unauthorized services payment. If Tenant does not immediately notify Landlord of any defects that result in loss or damage to the Premises, Tenant is responsible to pay for necessary repairs (3) If the Premises has a forced-air furnace that is solely for the Tenant's use, Tenant agrees to change out furnace filter at least every three months. (4) If the Premises has a water softener that is solely for the Tenant's use, Tenant agrees to add the appropriate salt product as necessary. (5) Tenant agrees to replace, at Tenant's expense, consumable products in their unit as necessary. Consumable products include light bulbs, ice melt, water softener salt, furnace filters, electrical fuses, and batteries in smoke detectors and carbon monoxide detectors. (6) Tenant agrees to take trash container to the pickup location prior to the pickup time. Tenant also agrees to move the trash container back to the storage location on the same day that the trash is picked up.

**Clause 13. Tenant Is Responsible For Damage To Property**

Tenant will reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

It is Tenant's responsibility to make sure that window air conditioners are installed properly to avoid water damage. Tenant shall not leave the premises while a dishwasher or clothes washer is in operation. Tenant will not have the following items inside the Premises, except where specifically specified: no waterbeds in the unit, nothing flammable or explosive on the premises. **Use extreme caution with candles.** Tenant will be held liable for damage caused by candles or candle wax, no grills on wooden porches. While in use, grills should be at least 3 feet away from the building and always monitored by an adult.

**Clause 14. Mold & Mildew**

Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the residence. Resident agrees to clean and dust in the apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating ventilation or air-conditioning ducts in the apartment. Bathroom exhaust fans should be used for a minimum of ½ hour after a shower has been in use. Resident also agrees to immediately report to the management office: (1) Any evidence of a water leak or excessive moisture in the apartment, as well as in any storage room, garage or other common area. (2) Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area. (3) Any failure or malfunction in the heating, ventilation or air conditioning system in the apartment. (4) Any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the apartment and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this agreement.

**Clause 15. Condition Of Premises**

Tenant has examined the premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe and clean condition and repair, except as noted in the Move-In Walkthrough Sheet. Upon termination of the tenancy. Tenant will return the premises to Landlord in a

Tenant is responsible for any cleaning or repair costs beyond ordinary wear and tear. Tenant understands that appliances wear out and break down. Landlord will take reasonable action to repair or replace appliances when necessary. Landlord is not responsible for loss of use when appliances are out of order.

**Clause 16. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises or paint any surface of the building.
- b. Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 17. Common Areas, Garbage and Recycling.**

(1) Tenants are responsible for clean up in the event trash, debris, etc. becomes strewn on the ground. Trash will not be left in common areas. If trash is found in common areas by landlord, tenants will be billed for its removal and immediately evicted. (2) The laundry room must be kept clean by all tenants. Dispose of all empty detergent containers. Remove clothes from the machines promptly. Empty lint from the dryer after each use. (3) Storage of any items including bicycles, carts and strollers is not allowed in common areas of the property or on patios decks or balconies. Items on the hallway, steps or unit entrance may not impede access to the unit. Bicycle storage is permitted in specially designated storage areas (if any). Items left in common areas will be considered abandoned and may be disposed of. (4) All trash and garbage is to be placed inside of the dumpsters and lids kept closed. All boxes must be broken down and recycled. All large items must be hauled away from the premises by the Tenant as our disposal company does not take away large items. Recycling is required. It is all tenants shared responsibility to place dumpsters at the location designated by the refuse company prior to garbage day and return them to their regular storage spot. This is a bargained for condition of the rent, and that were the tenants not assume responsibility for recycling and placement of the dumpsters on a garbage day, a higher rent would have been charged.

**Clause 18. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident. Radios, televisions and musical instruments should never be operated in a manner that disturbs others. Any loud noise after 10:00 p.m. and before 8:00 a.m. is inappropriate. Tenant will not interfere in the management and operation of the rental building.

**18 a. Crime Free/Drug Free.**

1. Tenant, any members of the Tenant's household or a guest or other person affiliated with Tenant shall not engage criminal activity, including drug-related criminal activity, on or near the premises.
2. Tenant, any member of the Tenant's household or a guest or other person affiliated with Tenant shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, any member of the Tenant's household, or a guest, or other person affiliated with the Tenant shall not engage in the unlawful manufacturing, sell, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the premises or otherwise.
5. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

1. Tenant, members of the Tenant's household, guests, or other persons under the Tenant's control shall not engage in the following Disorderly Use activities: violations of state law relating to alcoholic beverages, trespassing or disorderly conduct; and violation of the City Code relating to prohibited noise.
2. THREE DISORDERLY USE VIOLATIONS INVOLVING THE SAME TENANCY WITHIN A CONTINUOUS TWELVE MONTH PERIOD SHALL BE A SUBSTANTIAL AND MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.

**18 c. Definitions.**

1. The term "criminal activity" means prostitution, criminal street gang activity, threatening, intimidating or assaultive behavior, the unlawful discharge of firearms, or any other criminal activity on or near the premises that jeopardizes the health, safety and welfare of the landlord, his agent, other resident, neighbor or other third party, or involving imminent or actual serious property damage.
2. The term "drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance or any substance represented to be drugs (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802]).

**18 d. Non-Exclusive Remedies.** The Crime Free/Drug Free and Disorderly Use provisions are in addition to all other terms of the lease and do not limit or replace any other provisions

**Clause 19. Sewage Drains**

As of the date of this agreement, the landlord warrants the dwelling's sewage drains are in good working order, and that the drains will accept normal household waste for which the drains were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, toys, wads of toilet paper, balls of hair, grease, oil, table scraps, or other unintended materials. Tenants agree to pay for clearing the drains of any and all stoppages, except those in which a licensed plumber, who is called by the landlord to clear the stoppage, will attest in writing, where caused by defective plumbing, tree roots, or act of God. DO NOT FLUSH TAMPONS, DIAPERS, BABY WIPES, DISPOSABLE TOILET CLEANING PADS, OR OTHER SANITARY PRODUCTS.

**Clause 20. Parking**

Number of off-street spaces: NA, are included with rent.

Parking spaces are for passenger cars and pickups only. No motor homes, boats, buses trailers or large trucks are allowed. Parking spaces are intended for vehicle parking only. Storage of items or inoperable vehicles is not permitted in any parking space. Mechanical maintenance of vehicles in the parking areas is prohibited. Parking is prohibited in any area not specifically intended for parking. This includes, but is not limited to parking on the grass or sidewalks.

**Clause 21. Lockouts**

Tenant is required to contact a licensed locksmith at tenants expense if tenant locks them self out of the apartment.

**Clause 22. Pets**

Pets are not allowed on the premises for any amount of time without prior, written consent by Owner or Landlord. Should landlord learn of a pet being on the premises without written consent, a \$100 fine will be charged to Tenant for each occurrence.

**Clause 23. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall make a reasonable attempt to notify the tenant prior to entering. Landlord or Landlord's



circumstances will the Tenant bar the Landlord or their Agents from entering the rental unit providing that Landlord made a reasonable attempt to notify the Tenant. If Tenant refuses access to management, leasing agents, maintenance personnel or vendors Tenant will be charged a minimum of \$40 per occurrence.

**Clause 24. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for 7 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 25. Possession of the Premises**

**a. Tenant's failure to take possession.**

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement. If Tenant fails to take possession of the premises by the 10<sup>th</sup> of the month, Tenant is considered to have abandoned the lease. Tenant forfeits their entire security deposit and is responsible for the rent up until a new tenant is found to replace them.

**b. Landlord's failure to deliver possession.**

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 26. Ice and Snow and Lawn Care**

Tenant acknowledges that a resident manager, caretaker or owner does not occupy this building and that ice and snow may form on sidewalks, steps and parking areas without notice. Tenant agrees to spread ice melt (salt) and shovel as necessary within 12 hours of accumulation. Tenant agrees to keep all walkways and sidewalks clear of ice and snow. Tenant agrees to mow the lawn using their own mower and remove weeds when necessary at their own expense and to keep grass no longer than 6 inches.

**Clause 27. Smoke Detectors & Carbon Monoxide (CO) Detectors.**

The Tenant acknowledges that the smoke detector(s) & Carbon Monoxide (CO) detector(s) was (were) tested and its operation explained by Landlord in the presence of the Tenant at the time of initial occupancy and the detector(s) is (are) operating properly. Smoke detectors are located in each bedroom or within 10 feet of the outside of each bedroom and at least one at each level. CO detectors are located within 10 feet of each bedroom and at least one on each level. If these locations are not accurate, Tenants must notify Landlord in writing. Tenant agrees to not tamper with or disable the smoke detector in any way. Furthermore, Tenant must inform the Landlord immediately in writing of any defect, malfunction or failure of any detectors(s).

**Clause 28. Personal Property Insurance.**

As a further consideration for the use and occupancy of the apartment and any storage room, locker, shed or garage rented with the apartment, Tenant agrees that the landlord, his agents and employees shall not be liable to Tenant or Tenant's guests for any loss or damage caused to their property. Landlord does not provide insurance for Tenants' property, whether it is in the apartment or any other storage area, locker, shed, room, garage or common area. Tenant further agrees to maintain, at their expense, a policy of extended coverage insurance with theft, vandalism and malicious mischief endorsements. To the extent Tenant does not maintain such insurance, Tenant shall be deemed self-insured. Landlord hereby

advises Tenant that any belongings stored in a basement or garage should be kept in sealed plastic bins to protect against moisture.

**Clause 29. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

**Clause 30. Lead based Paint Addendum.**

**Lead Warning Statement**

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

**Landlord's Disclosure**

Presence of lead-based paint and/or lead-based paint hazards. Landlord has no knowledge of lead-based paint lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)** \_\_\_\_\_

**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.

Albedu Vaughn      10-24-20  
Tenant                                      Date

Dominick D      10-24-20  
Tenant                                      Date

\_\_\_\_\_  
Tenant                                      Date

Matt Hursh      8/1/20  
Landlord                                      Date

**Clause 31. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 32. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement and attachments, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Landlord may do these things

- A. 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).
- B. 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.

**Clause 34. Entire Agreement**

- a. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.
- b. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Date 8/1/20

Landlord Matt Hursh

Signature Alberta Vaughn  
 Tenant Name Alberta Vaughn  
 E-mail Alberta.Davis@ajpho.com  
 Phone 612-601-3344 Date 10-24-20

Signature Dominick D  
 Tenant Name Dominick D  
 E-mail \_\_\_\_\_  
 Phone 651-726-4710 Date 10-24-20

Signature \_\_\_\_\_  
 Tenant Name \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Phone \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Tenant Name \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Phone \_\_\_\_\_ Date \_\_\_\_\_

**Smoke-Free Lease Addendum**

This Addendum is attached to and made a part of the Lease commencing on the 1 day of August, 2020, between Alberta Vaughn, and Matthew Hursh

For the premises located at 922 Woodbridge, St. Paul MN 55117 Tenant, and all members of Tenant's family or household, are parties to a written Lease with Matthew Hursh. This addendum states additional terms, conditions, and rules relating to Tenant's occupancy. A breach of this Lease Addendum shall give Management all of the rights contained herein as well as the rights in the Premises lease. Tenant agrees as follows:

1. **Purpose of No-smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs in the Premises from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any

3. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant, and members of Tenant's household, have been designated as smoke-free. Tenant, members of Tenant's household, and guests are not permitted to smoke anywhere in the premises rented by Tenant, or the building where the Tenant's apartment is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental premises and grounds. Tenant agrees and acknowledges that this policy applies to all guests and visitors of Tenant and that a violation of this policy by Tenant, members of Tenant's household, guests, visitors, or persons coming to Tenant's apartment or the building because of Tenant, shall be a breach of this Lease and grounds for termination of Tenant's occupancy agreement. Tenant agrees to inform guests and visitors to Tenant's premises of these policies and to use reasonable efforts to secure Tenant's guests' and visitors' compliance with this policy even if it extends to conduct by Tenant's guests and visitors outside of Tenant's apartment.
4. **Disclaimer by Management.** Tenant acknowledges that Management's adoption of a smoke-free housing option, and efforts to designate the apartment community as smoke-free, does not in any way change the standard of care that a landlord or managing agent would have to a tenant household or render buildings and premises designated as smoke-free any safer, habitable, or improved in terms of air quality standards than any other rental premises. Management 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 Tenantal property. Management cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Management's enforcement of this Addendum is dependent in large part on the voluntary compliance of Tenants. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Management does not assume any higher degree of liability, responsibility, or duty of care to such Tenants other than to take reasonable steps to enforce this Addendum.
5. **Effect on Current Tenants.** *Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.*
6. **Third Party Beneficiaries.** Tenant agrees that other Tenants at the house are third party beneficiaries of this Smoke-Free Lease Addendum. In layman's terms, this means that the commitments made by Tenants in this Addendum are to other Tenants as well as Management. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that Management breached this Addendum.

Agreed to:

Management/Owner  Matt Hursh  Date  8/1/20   
 Tenant  Alberta  Date  10-24-20  Tenant  Dominick D  Date  10-24-20   
 Tenant \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Date \_\_\_\_\_

Thanks for renting from me. I look forward to your stay!