

## RESIDENTIAL PREMISES LEASE AGREEMENT

This Residential Premises Lease Agreement ("Lease") is made and effective this  
\_\_\_\_ August 1, 2014 \_\_\_\_\_ by and between:

LANDLORD: Anna Ovsyannikova 612-229-7009  
and Yevgeniy Ogranovich 720-422-9591  
Email: ogranovich\_e@yahoo.com  
Address: 2718 Clare Lane, Mound, MN 55364

TENANT(S) Name: Lavelle A. Collaso Sr.  
Cell: 612-715-6191  
Email: lavellecollaso@gmail.com  
Current Address: 1068 Ramseyrd  
St Paul MN 55108  
Emergency Contact: Zee Collaso  
612-961-2062  
Emergency Contact 2: \_\_\_\_\_  
\_\_\_\_\_

TENANT(S) Name: Lenore Matthews Collaso  
Cell: 651-339-0169  
Email: lenorecollaso@yahoo.com

TENANT(S) CHILDREN'S NAMES and ages:  
Latifah Collaso - 15  
Lashanti Collaso - 10  
Layla Collaso - 7

This Lease creates joint and several liabilities in the case of multiple Tenants.

### 1. PREMISES.

Landlord hereby rents to Tenant and Tenant accepts in its present condition the premises at following address: 670 5<sup>th</sup> St East, St Paul, MN 55106 (the "Premises").

This Lease Agreement is for the house only. Garage is not included and cannot be used by the Tenant. Nobody is allowed to enter the garage.

Tenant is not allowed to store any personal property in the basement or use it as a sleeping area.

### 2. TERM.

The term of this Lease shall start on August 1, 2014, and end on July 31, 2015

### 3. RENT.

Tenant agrees to pay, without demand, to Landlord as rent for the Premises the sum of \$1,300 per month in advance on the first day of each calendar month. Any payments or fee must be direct deposited to Landlord's bank account. Wells Fargo Bank Account # 1009863869. Name on the account: Anna Ovsyannikova. 670 5<sup>th</sup> St East, St Paul address must be noted on the deposit slip. Any city fees or other charges: Tenant must notify landlord via email or text immediately after deposit was made and state what the payment was for. Landlord may impose a late payment charge of \$105 for any amount that is more than five (5) calendar days late. Full penalty amount applies if any portion of the rent is not paid.

**Landlord may evict tenant immediately for non-payment of rent after serving a 10 Day Notice to Pay or Quit.**

Full rent amount must be paid on time. Partial payment is subject to all late fees.

Each Tenant is responsible for all money due to Landlord under this Lease, not just a portion.

Payments other than rent are due when Landlord demands them from Tenant. Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after Tenant vacates the Premises.

#### **4.1 SECURITY DEPOSIT.**

Upon execution of this Lease, Tenant deposits with Landlord \$1,300, as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, following the full and faithful performance by Tenant of this Lease. In the event of damage to the Premises caused by Tenant or Tenant's family, agents or visitors, Landlord may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable. \$250 is non-refundable and to be used for professional cleaning once tenant moves out.

Security deposit to be used for damage repair and other costs after tenant moves out. If there are other items that require fixing during tenant's stay and are tenants fault (including city penalties and fees), these costs will be billed to tenant. Charges must be paid within 10 (ten) days. After 10 days a \$50 late fee and any other city penalty apply. If no payment is made, there is an additional \$25 fee monthly. Landlord may evict tenant immediately for breach of this clause after serving a 10 Day Notice to Pay or Quit.

#### **5. QUIET ENJOYMENT.**

Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Premises.

#### **6. USE OF PREMISES.**

A. The Premises shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business,

profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Premises. Tenant is responsible for all fines assessed against the premises, payable in accordance with the attached payment schedule ("Schedule A"), for a violation of any law, ordinance, or other rule, assessed by any governmental agency.

C. PEST CONTROL:

Tenant is responsible for pest control.

D. CITY REQUIREMENTS AND OUTSIDE MAINTENANCE:

Tenant is responsible for plowing snow (keeping stairs and public walk in front of the house clean of snow per City regulations), cutting grass, pulling weeds and keeping exterior in good shape. In case City of St Paul sends a warning for non-compliance of any sort (debris on premises, tall grass, snow, etc.), Tenant is responsible for fixing that condition in a timely manner. If nothing is done, and City sends a bill for the work done, Tenant is responsible for paying it within ten (10) days. If the payment was not received within ten (10) calendar days, \$100 penalty applies monthly until payment and all the penalties are paid in full. If payment is not made Landlord may evict Tenant.

E. PETS:

This is a smoke free home. There must be no smoking inside the house. If there is smoke/cigarette smell inside the property, tenant is responsible for all the expenses resulting in correcting that: repainting the property inside, professional carpet cleaning. Charges to be estimated at the current contractor's rate and materials costs. Landlord may evict tenant immediately for this violation after serving a 10 Day Notice.

F. SMOKING:

This is a pet free home. Tenant must have no pets. If there is a pet seen at the property, tenant must pay a \$500 fee and immediately move the pet out of the property. If there are any damages (urine stains, scratched flooring/woodwork, etc.), tenant is responsible for paying all the damages. Landlord may evict tenant immediately for this violation.

G. COURTESY:

Profane, obscene, loud or boisterous language, or unseemly behavior and conduct are absolutely prohibited. The tenant agrees to not permit to be done, anything that will annoy, harass, embarrass, or inconvenience any other tenants, neighbors or occupants in adjoining premises.

H. DISTURBANCES:

At all times during the lease term, residents shall conduct themselves, and require other persons on the Premises with their consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace. Tenants shall not make or permit any disturbing noises in the building by a tenant or tenant's family, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other residents. Residents shall not play or allow to be played, any musical instrument or operate audio-visual equipment in the demised premises, or on the exterior of said premises, if disturbs or annoys other occupants of the building.

**I. WASHER AND DRYER:**

Washer and dryer are not provided by the landlord. Tenant may obtain their own washer and dryer. Installation must be done by a professional with the written permission from Landlord. After installation, appliances must be inspected and approved by Landlord or maintenance manager. Receipt and business card of the contractor who installed units must be sent to landlord within 48 hrs after installation.

**J. NO STORAGE:**

No storage is allowed at Premises. Garage, basement or any rooms of the house may not be used as storage. No appliances, transportation such as, but not limited to: scooters, snow mobiles, boats, kayaks, etc. can be stored at Premises. No abated vehicles are allowed at premises. Bikes cannot be stored inside the house or in the basement without written permission from the Landlord. No hoarding is allowed. There is a \$200 penalty for non-compliances. Landlord may evict tenant immediately.

**K. EMERGENCY REPORTING:**

Tenant must report to Landlord immediately any emergency situations including, but not limited to injury on Premises, break ins, burglary, crime, police visits, etc. Tenant must report to Landlord immediately any substantial damages including, but not limited to leaking roof, leaking basement, heating disrepair. If emergency was not reported in time and more damage occurred, Tenant is responsible for paying for it.

**7. OCCUPANCY.**

**A. NUMBER OF OCCUPANTS:**

Tenant agrees that the Premises shall be occupied by no more than 5 persons, including no more than 3 under the age of eighteen (18) years, without the prior written consent of Landlord.

B. Only occupants listed on the application for tenancy and lease shall occupy the rental property. Any deviation from this requirement will automatically terminate the lease/rental agreement. Under this agreement, an occupant is defined as anyone who spends more than five nights in the property during any one-month period.

**8. CONDITION OF PREMISES.**

A. Tenant agrees that Tenant has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

**B. JOINT INSPECTION:**

Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the Premises at the commencement of Tenant's occupancy.

Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and complete a second inspection sheet. Move out inspection must be conducted no later than 12 pm (noon) of the last day of tenancy.

**C. DAMAGE:**

Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

Damage to Premises shall be charged in accordance with the attached Schedule of Fees (See Schedule A) or whatever the professional contractor/handyman would charge to fix the damage + material costs.

#### D. HOUSEKEEPING.

Tenant must keep premises in clean and sanitary condition. Tenant is responsible for cleaning the property bi-weekly in accordance with the Housekeeping Guidelines (Section 2 Part 1.). Landlord may evict Tenant for hoarding or lack of maintenance/housekeeping.

#### E. MOVE OUT:

Before moving out, tenant must bring the Premises to the original shape: detailed cleaning must be done to interior and exterior of the house. If the Premises is not in the original shape, landlord will charge tenant for professional cleaning. If there are dark spots/dirt on the walls/doors, they must be brought to the original shape: washed or repainted.

#### F. ALTERATIONS:

Tenant shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from Landlord: provided, however, that notwithstanding such consent, all alterations including items affixed to the premises shall become the property of the Lessor upon termination of the lease.

Tenant shall not change or install locks, paint, or wallpaper said premises without Landlord's prior written consent, Tenant shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

#### Walls:

Tenant must not hang anything on the walls using nails or screws or any method that damages the walls and/or peels paint. If there are any nail holes or any wall/ceiling damages, tenant is responsible for charges resulting in patching and re-painting all the walls in the room.

#### G. EXTERIOR:

Nothing shall be placed or kept on the outer sill or on the outside of any window, and nothing shall be thrown out of any window, door or from any porch into any attached court, yard, sidewalk or alley. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without prior written consent of the property owner. Garbage cans, supplies, or other articles shall not be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or balconies or placed upon the windowsills. No linens, clothing, curtains, rugs or mops shall be shaken or hung from any of the windows or doors.

#### H. GARBAGE:

No garbage or other refuse shall be stored or allowed to accumulate on the premises for extended periods of time. No garbage shall be thrown out of windows, doors or from any other part of the

property. All garbage and refuse shall be disposed of in a timely manner in places and dumpsters provided by the landlord or municipality.

**I. LIGHT BULBS, BATTERIES, SCREENS:**

Before occupancy of the rental property, all light bulbs, batteries, screens will be installed and in good working order. Thereafter, tenants are required to provide and change all bulbs within or switch controlled from their premises, no matter where located, at their own expense

**J. COMBUSTIBLE AND PROHIBITED SUBSTANCES:**

Neither the tenant nor any of the tenant's agents, employees, licensees or visitors shall at any time bring into or keep upon the demised premises any flammable, combustible or explosive fluid, material, chemical or substance.

**K. HEATING & COOLING:**

Only persons employed by the property owner or his agents shall operate, or have anything to do with any heating plant on the premises. The tenant shall not install or use any electrical or other type of space heater without the express prior written consent of the property owner. The tenant shall not use cooking appliances to heat the premises. Lessor provides routine heating and cooling checks and changes of filters. Property owner reserves the right to access during normal business hours to conduct routine, preventative maintenance on heating and cooling equipment.

**L. KEYS:**

Keys shall be provided upon payment of the first month's rent and security deposits, and shall be deemed a part of this Agreement. The tenant shall not change, reproduce or add any keys and/or locks without the express prior permission of the property owner. The tenant shall provide the property owner with copies of every key for the premises.

If the tenant shall lose the keys to the apartment, then he shall be responsible for a fee of \$ 50 in addition to cost of replacement keys or locksmith charges.

Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.

**LOCKOUT:**

In the event that the tenant locks themselves out of their premises, they may obtain a key from the property owner at a time convenient to the owner. The tenant must pay for any damage to the property as a result of a lockout.

**M. PLUMBING:**

The toilets, washbasins, sink; disposal and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed. No sweeping, rubbish, rags or other substances shall be thrown therein. The cost to repair damages or clean drain lines resulting from the misuse of fixtures in the demised premises shall be borne by the resident. The tenant shall keep the sink, lavatory drains and commode lines in good operating condition.

**N. WATER BEDS, FISH TANKS, AND OTHER LARGE LIQUID CONTAINERS:**

Water beds or fish tanks or other liquid containers shall not be allowed in the apartment without the express prior written consent of the property owner. If consent is provided, tenant shall be fully responsible for any water damage that may occur to the premises.

O. VEHICLES. Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of the Premises, except in a garage. ("Curtilage" means the grounds surrounding the building in which the Premises is located.) A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.

9. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without Landlord's prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

C. Tenant agrees that the only authorized occupants of the premises are those parties listed above and, in the absence of written consent from the Landlord, any third party taking up residence on the premises or, in any way, residing at the premises without the Landlord's express written consent, shall be considered a material breach of this agreement and shall result in immediate eviction of all parties residing at the Premises.

10. ALTERATIONS AND IMPROVEMENTS.

A. Tenant shall make no alterations to the Premises or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Premises by Tenant, with the exception of fixtures properly removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

12. DANGEROUS MATERIALS.

Tenant shall not keep or have on or around the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

13. UTILITIES.

A. Tenant shall be responsible for arranging and paying for all utility services required on the premises, except water/sewer and trash.

**Landlord will provide: NONE.**

**TENANT PAYS ALL UTILITIES**\_\_\_\_\_. Tenant shall not default on any obligation to a utility provider for utility services at the Premises. All utility services, including but not limited to heat, electric and gas (if appropriate) shall be turned on and maintained during the entire term of the lease. Tenant is responsible for any damage that may result from the failure to maintain proper utility service. If at any time and for any reason any utility is turned off and/or reverts to the Landlord any and all charges accruing to the Landlord as a result of said reversion shall become immediately due and payable as Rent under

paragraph 3 of this agreement. The tenant also agrees to pay a \$20.00, in addition to any other charges, as additional rent due and payable under paragraph 3 of this agreement. Failure to maintain proper utility service shall be considered a material breach of this agreement.

B. Tenant must transfer utilities in their name the date this lease starts. If utilities are not transferred and Landlord receives a bill, Tenant must pay \$50 penalty plus the amount of the bill and complete the transfer of utilities in their name immediately.

C. Only one garbage container will be hauled away weekly. Tenant must pay for disposal of any extra bags/items. Annual seasonal yard cleaning and yard waste disposal is Tenant's responsibility. Trash container must be out only on a day of pick up.

#### 14. MAINTENANCE AND REPAIR.

A. Tenant will, at Tenant's sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the Premises in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall immediately notify Landlord of any and all problems with any plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings or walls. Landlord shall use its best efforts to promptly repair or replace such damaged or defective area, appliance or mechanical system Whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor, Tenant is responsible for payment of the repairs in accordance with the attached Schedule of Fees (See Schedule A).

Landlord may evict tenant immediately for Premises damage or city code violations/city penalties after serving a 10 Day Notice.

Tenant agrees to notify property owner immediately and follow up in writing of any necessary repairs or unsafe condition of any kind within the rental property or common areas.

B. Tenant agrees that no signs shall be placed or painting done on or about the Premises by Tenant without the prior written consent of Landlord.

C. Tenant is responsible for pest control and remediation.

D. Landlord will replace no more than one washer / dryer per year in case of disrepair (if they are provided by Landlord). It is tenant's responsibility to use appliances wisely: not to overload washer and clean the dryer's filter after every load.

E. Tenant is willing to treat the rental property like their own home and take care of small/not urgent repairs (clogged sinks, etc.) without calling landlord.

F. Tenant is responsible for replacing the furnace filters every 3-5 months to keep the air clean. Landlords suggests tenant to order duct cleaning annually.



G. Unit must be kept in clean and sanitary, free of clutter condition. Landlord may evict tenant for the lack of proper maintenance and not keeping the unit in clean, sanitary, free of clutter conditions.

**15. ANIMALS.**

Tenant shall keep no domestic or other animals in or about the Premises without the prior written consent of Landlord. \$500 Fee will be charged for an unauthorized pet being present at the house. Landlord may evict tenant immediately after serving a 10 Day Notice if pet is sited at the property.

**16. RIGHT OF INSPECTION.**

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Premises for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

Landlord and Landlord's agents will routinely inspect the condition of the property. Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises without notice in an emergency or if there is an illegal activity suspected or pet present reported/suspected or people leaving in the house that are not on the lease reported/suspected.

**17. DISPLAY OF SIGNS.**

A. During the last sixty (60) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants.

B. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by tenant or tenant's family, on any part of the outside or inside of the demised premises or the building without prior written consent of the property owner.

**18. HOLDOVER BY TENANT.**

A. Should Tenant remain in possession of the Premises with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Landlord's consent, Tenant agrees to pay Landlord double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Premises. Even if tenant does not stay full month, full month's rent is still due.

B. Tenant must not leave any personal property after moving out. Landlord shall charge storage fees and moving fees for all personal property left behind.

**19. SURRENDER OF PREMISES.**

At the expiration of the Lease, Tenant shall quit and surrender the Premises in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

Check in and Check out: the tenant must enter the property not earlier than 3 pm at the first day of tenancy and vacate the property by 12pm (noon) of the last day of tenancy.

**20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT.**

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease.

**21. ABANDONMENT.**

If at any time during the term of this Lease, Tenant abandons the Premises or any of Tenant's personal property in or about the Premises, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Premises by any means without liability to Tenant for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the Premises if Tenant removes substantially all of Tenant's furnishings from the Premises, if the Premises is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the Premises.

**22. SECURITY.**

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the Premises or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

**23. SEVERABILITY.**

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

**24. INSURANCE.**

A. Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

B. Tenant must have prepaid Renter's Insurance for entire lease duration and provide to Landlord policy number, agent's contact information and receipt/proof of payment. Landlord is not responsible for tenant's personal property loss/damage or medical expenses for tenant or tenant's guests, property visitors.

Landlord may impose \$100 fee for lack of Renter's Insurance. Landlord may evict tenant for lack of prepaid Renter's Insurance. Landlord may purchase coverage for tenant and bill later or use Security Deposit funds if tenant does purchase insurance or does not provide information to Landlord.

C. Landlord is not responsible for any accidents accruing at Premises. Landlord is not responsible and should not be held liable for any injuries occurring at Premises with tenants or visitors and resulting expenses: Medical Bills, Lost Earnings, Pain and Suffering, Disability or Disfigurement, Emotional Distress, Personal property damage.

**25. BINDING EFFECT.**

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

**26. GOVERNING LAW.**

A. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

**B. ILLEGAL ACTIVITY:**

If the landlord observes any activity of a suspicious nature on the part of the tenant, employees, guests or family members of the tenant in the leased premises, or any areas adjoining the premises, the landlord shall inform the police and the activity may be cause for immediate termination of the lease. Illegal activities on the premises will not be tolerated. Any arrest of a tenant, or guests of the tenant or suspicion of any illegal activity, regardless of whether it results in a conviction, may be cause for termination of tenancy.

**C. DRUG-FREE HOUSING:**

Drug-related criminal activity will not be tolerated on or near the property, whether on the part of the tenant, any member of the household, any guest or any other person. Acts of violence or threats of violence, including but not limited to, brandishing weapons or the unlawful discharge of firearms, on or near the property will not be tolerated. The parties agree that violation of any or all of these provisions shall be a material violation of the lease and will be cause for immediate termination of the lease.

**27. MOVE OUT.**

A. Tenant must give Landlord a sixty (60) day move out notice in writing.

B. Tenant must provide Landlord with new address within seven days after moving out. If no address is provided, Landlord will be sending all correspondence to last known (Premises) address.

C. If Tenant chooses not to be present at Move Out Inspection, he/she automatically agrees with Move Out Inspection check list (all listed damages and condition of Premises) completed by Landlord or maintenance personal.

D. Landlord will give 24 hr notice for showings of Premises to new tenants. Tenant should make every attempt to clean Premises and make it ready for showings.

E. Tenant must move out and leave Premises clean and free of personal property no later than 12 pm (noon) of the last day of tenancy.

F. Move out inspection must be conducted no later than 12 pm (noon) of the last day of tenancy.

G. Tenant must completely vacate the Premises, including storage units, garage and parking stalls. Tenant must leave no personal property behind. Landlord is not responsible for any items left on premises. Landlord is not responsible for any personal property left outside or on the street. Tenant is responsible for all hauling/dumping/storing/moving fees. Tenant must make a payment within ten days after receiving a bill.

H. Tenant must give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers, and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

**28. ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

**29. ATTORNEY'S FEES.**

Tenant promises to pay all of Landlord's costs in connection with the interpretation and enforcement of this Lease including, but not limited to, those costs, expenses and attorneys' fees of Landlord whether or not suit is filed with respect thereto and whether or not such costs or expense is paid or incurred or to be paid or incurred or incurred prior to or after the entry of judgment or for the pursuance of, or defense of, any litigation, eviction proceeding, recovery of unpaid rent or other sums due pursuant to this lease, appellate, bankruptcy or insolvency proceeding.

**30. BREACH OF LEASE.**

If Tenant materially breaches this lease 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.

C. Bring an eviction action immediately (unlawful detainer action).

**31. 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.

**32. SUBORDINATION.**

This lease is subordinate to any mortgage against the Premises. No new owner or lender shall disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgagee.

**33. EXERCISE OF RIGHTS AND REMEDIES.**

Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.

**34. SUBROGATION.**

Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.

**35. LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.**

Housing built before 1978 may contain lead-based 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/pr lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

A. Hazards Disclosed. Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises (If none, state "none"): \_\_\_ NONE \_\_\_

B. Reports Disclosed. Landlord has provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports are available to Landlord, state "none. "): \_\_\_ NONE \_\_\_

C. Tenant's Acknowledgment. Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, Protect Your Family from Lead in Your Home. Received either **via email** or printed copy.

Tenants' initials: LC

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

Tenant *Shwelle A. Callan* Landlord: *[Signature]*  
Tenant *More M. Russo* Landlord: *[Signature]*

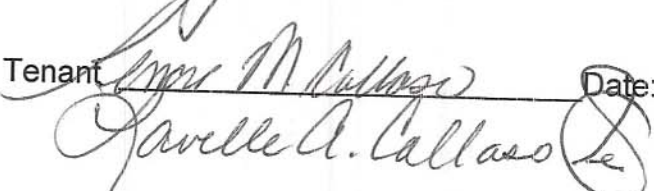
**AMENDMENT:  
To 670 5<sup>th</sup> St East, St Paul, MN LEASE**

This lease is VOID if any of the items below are not satisfactory to the landlord:

- ✓ 1) Verification of Employment for Lavelle Collasso
- ✓ 2) Verification that previous residence was a duplex and was paid for monthly (bank statements, receipts)
- 3) Proof of prepaid renter's insurance
- 4) Background check results are compliant with Landlord's requirements

5) Deposit paid

Landlord  Date: 7/7/14

Tenant  Date: 7/7/14

**Please call all utilities companies before you move in and transfer bills in your name.**

**Excel Energy:**

Xcel Energy Residential Service Phone: 1-800-895-2895 - Available 24 Hours A Day

Xcel Energy Fax Number: 1-800-895-2895 - Available 24 Hours A Day

**St Paul Regional Water Service:**

McCarrons Center  
1900 Rice St.  
Saint Paul, MN 55113-6810

Customer Service  
Ph: (651) 266-6350  
Fx: (651) 266-1657

**Hours**

Office Hours  
8 am - 4:30 pm  
Phone Hrs: 7:30 am - 4:30 pm  
Monday - Friday

Emergency Services 24/7  
Ph: (651) 266-6868

Email: [waterinquiries@ci.stpaul.mn.us](mailto:waterinquiries@ci.stpaul.mn.us)