

LEASE AGREEMENT FOR 254 Maria Avenue, St. Paul, MN 55106

This Lease Agreement (this "Lease") is made effective as of May 1st 2019, by and between Thomas Gilbertson ("Landlord"), and Meredith Bruster ("Tenant"). The parties agree as follows:

PREMISES: Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant room located at (the "Premises") located at 254 Maria Ave, Saint Paul, Minnesota 55106.

TERM: The lease term will begin on May 01, 2019 and will terminate on April 30, 2020.

RENEWAL TERMS: The lease term will automatically renew on the same terms as this Lease, unless either party gives written notice of the termination no later than forty-five (45) days prior to the end of the Lease or renewal.

LEASE PAYMENTS: Tenant agrees to pay monthly installments of \$435.00, payable in advance, beginning on May 1st, 2019 and a like sum on the first of each month thereafter, for a total lease payment of \$5,220.00. In the event that the rent is not received by Landlord within 3 days of the due date, Tenant agrees to pay a late charge of \$25.00. Tenant further agrees to pay \$25.00 for each dishonored bank check.

SECURITY DEPOSITS: Landlord acknowledges receipt of \$652.50 as a security deposit for the performance by Tenant of the terms of this Agreement. Landlord may use the security deposit for the following purposes only:

1. Reimburse Landlord for actual damages to the Premises or any ancillary facility that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling.
2. Pay Landlord for all rent in arrearage under the Lease Agreement, rent due for premature termination of the rental agreement by Tenant and for utility bills not paid by Tenant.

The appropriation of all or part of the security deposit shall not be the exclusive remedy for Landlord, but shall be cumulative, and, in addition to any other remedy to which Landlord is entitled hereunder. In the event that Tenant shall comply with all the terms of this Agreement and surrenders the premises promptly, in the condition required by this Agreement, at the expiration of the term hereof, the security deposit shall be returned to Tenant within 30 days after the premises have been vacated and inspected by Landlord. No interest shall accrue to Tenant on any such deposit, and Landlord may co-mingle the security deposit with the security deposits of his other tenants. Your security deposit is held by Heritage Bank NA. The security deposit shall not, under any circumstances, be applied by Tenant for payment of the final months rent or any other rent or obligation of Tenant under this Agreement. In the event of a sale of the premises, Landlord shall have such party to assume the responsibility for the return of the security deposit, and Landlord shall thereupon be released from any liability for the return of same. Tenant shall look solely to the new Landlord for the return of said security deposit. Tenant shall not assign or encumber the money deposit as security hereunder.

"YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE"

POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES: The premises shall be used as a residence with no more than 1 adult and 0 children per room, and for no other purpose, without the written consent of Landlord. Occupancy by guests staying overnight more than 10 days a month will be considered in violation of this provision, unless otherwise consented to by Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

UTILITIES AND SERVICES: Tenant shall be responsible for 25% of all gas, electric, water cable, Internet, and garbage bills in connection with the Premises. Utilities and services will be billed monthly.

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Landlord and each signatory individually and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of entire rent and all other provisions of this agreement.

HABITABILITY: Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

MAINTENANCE, REPAIRS, OR ALTERATIONS: Landlord agrees to maintain roof and building exterior, appliances, heating system, plumbing system, and electrical system (except for light bulbs and fuses). All other normal household maintenance, including the lawn and shrubs, snow and ice removal from walkways, steps, and porches, is the responsibility of the Tenant. Tenant shall, at their own expense, and at all times maintain the premises in a clean and sanitary manner and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear accepted. Tenant shall take good care of the premises and fixtures and make good any injury or breakage done by Tenant or Tenant's agents, clerks, servants, or visitors or caused by the overflow or escape of water, steam, gas or other substance resulting from the negligence of Tenant or his agents, clerks, servants, or visitors. Tenant shall be held responsible for the cost of cleaning and/or repair of any sewer or drains that have become blocked or impeded by the negligence of Tenant or his agents, clerks, servants or visitors. Tenant agrees that he will not put down the sewer or drains the following items: throw-away diapers, sanitary napkins or tampons, tissues, cigarette butts, grease, oil, or any other item not intended for such disposal.

REMODELING OR STRUCTUREAL IMPROVEMENTS: Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with prior written consent of Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of Premises at the commencement of this Lease.

ENTRY AND INSPECTION: Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DAMAGES: Damages are not limited to breakage but also includes stains, bad odors, smoke residue, abandoned furniture, garbage, or any other situation caused by Tenant in excess of normal wear and tear. Damages chargeable to Tenant will be charged at a rate of \$40.00 per hour for Landlord's labor plus materials plus labor charges of any outside help Landlord deems necessary.

DANGEROUS MATERIALS: Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

PETS: No pets shall be brought on the premises, either inside or outside, without a separate written Pet Agreement with Landlord.

SMOKING: Tenant agrees that he and/or his guests will not smoke inside the Premises. Any smoke odor or residue remaining in the Premises at the end of the lease will be treated as damages.

HOUSE RULES: Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas.

HOLDOVER: If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

NOTICES: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Thomas Gilbertson
PO Box 1688
Willmar, MN 56201

TENANT:

Meredith Bruster
254 Maria Ave
Saint Paul, MN 55106

TIME: Time is of the essence of this agreement.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of Landlord, which may not be unreasonably withheld. All parties to this agreement must agree on any assignment or sublet. Tenant agrees to pay Landlord \$40.00 per hour for Landlord's time and reimburse Landlord's expenses in handling any assignment or sublet transaction.

DEFAULTS: Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

INDEMNIFICATION: Only the physical structure is fully insured. Tenant agrees that his or her contents and personal belongings are not insured by Landlord and in the event of any damage or loss of same shall be his or her sole responsibility.

MECHANICS LIENS: Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE: This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

TAXES: Landlord shall pay all real estate taxes which may be levied against the Premises.

TERMINATION UPON SALE OF PREMISES: Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty days' written notice to Tenant. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty days' written notice by either party.

ATTORNEY FEES: In the event of any legal action is brought by either party to enforce the terms herein or relating to the demised premises, Landlord shall be entitled to all cost incurred in connection with such action, including a reasonable attorney's fee.

WAIVER: No failure of Landlord to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Minnesota.

ORDINANCES AND STATUTES: Tenant shall comply with the statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the premises.

Tenant shall be responsible not to interfere with the quiet enjoyment of the neighborhood and has the obligation to occupy the premises without creating, causing, participating in, or aiding and/or abetting in any disturbance which would constitute a "nuisance" or "nuisance party" in violation of any law, statute, ordinance or regulation enacted by any governmental body having jurisdiction over the premises herein leased.

Tenant expressly acknowledges that the foregoing terms are a condition of this lease agreement and that violation of the same shall be deemed to be a material breach (default) of this lease agreement and that such violation shall further be deemed to be a violation of public health, safety, welfare or morals which shall immediately terminated Tenant's right to possession of the premises herein leased upon demand for possession by Landlord.

The termination of possession pursuant to this provision will not abrogate any other terms of this lease agreement and will not abate any financial obligation of Tenant to Landlord for payment of rents reserved herein.

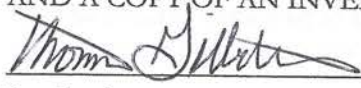
ADDITIONAL TERMS AND CONDITIONS:

ENTIRE AGREEMENT/AMENDMENT: This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

This lease agreement shall be subject to a credit check of Tenant. Landlord shall then have the option of voiding this lease within seven (7) days after signing this lease for whatever reason by returning all deposits minus the cost of obtaining the credit report(s) by regular mail to the current address provided by Tenant.

IT IS UNDERSTOOD THAT ALL PARTIES HAVE READ, UNDERSTOOD, AND AGREED TO ALL THE FOREGOING AND THAT THEY AGREE THAT ANY INFRACTION OF THE ABOVE PROVISIONS SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND PROVIDE IMMEDIATE INSTITUTIONS OF EVICTION PROCEDURES.

THE UNDERSIGNED TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND A COPY OF AN INVENTORY CHECKLIST.


Landlord

4/16/19
Date


Tenant

4/16/19
Date