

MINNESOTA RESIDENTIAL LEASE AGREEMENT

THIS IS A LEGAL CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING.

LANDLORD AND TENANT(S) AGREE TO THE FOLLOWING TERMS:

LANDLORD: _____

TENANTS: (Each person who signs this Lease is a "Tenant".) _____

PREMISES: the Premises includes dwelling number _____ at (street address) _____
_____ (city) _____ MN (zip code) _____
and garage no. _____ storage unit no. _____ parking stall no. _____

Term of Lease. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of _____ [Specify number of months or "month-to-month"].

Starting Date of Possession _____

Ending date of Possession (if known): 11:59 PM on _____

Monthly Rent \$ _____ Late Fee 8% Security Deposit \$ _____

Other Charges (specify) _____

Payments payable and sent to: _____

The Owner of the premises or the Company authorized to manage the Premises and authorized to accept service of process and receive and give receipts for notices is:

Name: _____

Office Hours: _____

Address: _____

Email: _____

City, State Zip: _____

Telephone: _____

A copy of the Landlord/Tenants Rights & Responsibilities booklet is available through the Minnesota Attorney General's Office, www.ag.state.mn.us/consumer/housing/lt

Utilities Tenant responsible for the following utilities: Water/Sewer Garbage Electric Gas None

Cable/Internet: Tenant responsible for all service expense. Basic Service provided by Landlord. Tenant upgrades at own expense.

Landscape and Snow Removal Tenant responsible for the following: (select all that apply)

- Maintaining the existing landscaping by watering, weeding, mowing and shaping as necessary.
- Removing snow from off-street parking areas, steps, and sidewalks and salting all areas as necessary.
- Salting steps and sidewalks only as necessary.*
- None. *

**Note: Tenants may still need to remove limited amounts of snow when Management is responsible for removal if the snowfall has not ended, all vehicles were not removed from the lot at the time of removal, contracted removal has already occurred and/or less than two (2) inches of snowfall has accumulated or if the streets have been plowed which result in blocked access to the street before or after contracted removal has occurred.*

List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

Acknowledgements Lead Paint Disclosure Amenities Addendum Pet Addendum Other (Specify and attach): _____

TERMS OF THIS LEASE

1. **OCCUPANCY AND USE.** The Premises shall be used and occupied exclusively by the Tenants and Occupants listed above, except as allowed by law. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
2. **RENT.** The total rent for the term hereof is the sum \$ _____ payable on the 1st day of each month of the term, in equal installments of \$ _____, first installment to be paid upon the Tenant taking possession of the Premises. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble of this Agreement on or before the due date and without demand.
3. **LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the 5th day of the month Tenant must pay any late fee listed above as additional rent. Tenant shall also pay \$20.00 for each unpaid check returned by Tenant's bank. Rent is paid when Landlord receives it, not when mailed or sent by Tenant. Each Tenant required to pay rent under this Lease is required to pay all amounts due on time. Each individual Tenant paying his or her portion of rent late and /or attempting to tender a check returned for non-sufficient funds (NSF), shall be required to pay a late fee and/or returned check fee as set forth above.
4. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \$ _____ as security for any damage caused to the Premises during the term hereof, which shall be paid in full on or before _____ or this Lease Agreement shall, at Landlord's option, terminate immediately. In compliance with the terms of this agreement, Tenant agrees security deposit is not prepayment of first or last month's rent. Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why. Landlord may use the Security Deposit (a) to cover Tenant's failure to pay rent due or other money due Landlord; (b) to return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.
5. **EACH TENANT RESPONSIBLE.** Each Tenant is responsible for all money due to Landlord under this Lease, not just a proportionate share.
6. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises as noted on page 1.
7. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
8. **COMMON AREAS.** Landlord grants to Tenant and Tenant's customers and invitees the right to use, in common with all others to whom Landlord has or may hereafter grant rights to use the same, the Common Areas. The term "Common Areas" as used in this Lease, shall mean the following, if provided: parking areas, roadways, pedestrian sidewalks, driveways, sidewalks, delivery areas, trash removal areas, landscaped areas, green space, the club house, swimming pool, hot tub, tanning facility, theatre/moving viewing areas, recreation room, security areas, and public washrooms and all other areas or improvements which may be provided by Landlord for the common use of the tenants. The manner in which such areas and facilities shall be maintained and operated and the expenditures therefore shall be at the sole discretion of Landlord. Landlord hereby reserves the following rights with respect to the Common Areas:
 - To establish reasonable rules and regulation for the use thereof;
 - To use or permit the use of such Common Areas by others to whom Landlord may grant or may have granted such rights in such manner as Landlord may from time to time designate, including but not limited to special promotional events;
 - To close all or any portion thereof as may be deemed necessary by Landlord to make repairs or changes, to prevent a dedication thereof or the accrual of any rights or the public therein; or to discourage non-tenant use or parking;
 - To change the layout of such Common Areas, including the right to reasonably add to or subtract from their shape and size, whether by the addition of building improvements or otherwise; and
 - To do such other acts as the Landlord deems to be desirable in the Landlord's discretion.
9. **CHILDREN AND PROPERTY RISKS.** Children are welcome subject to the condition that parents and guardians are fully responsible for the special risks this property may present to children. These special risks may include the swimming pool, hot tub, fitness room, and tanning facility and any additional facilities as the property owners may provide which primarily serve the needs of adults in leisure activities. All residents recognize and understand there is no lifeguard and each is responsible for his or her own safety as well as the safety of guests, including minors. Parents and guardians must also be responsible for guarding against the dangers inherent in electrical outlets, curtain cords, sliding doors and cleaning substances. The renting party should survey the property upon arrival to define and address hazards that may apply to children and /or guests given their ages, physical and mental capacities. The Property Owners, Property Manager, and the Rental Agent will not be responsible for these risks.
10. **CONDITION OF PREMISES.** Tenant has viewed premises, or forgone the option, prior to signing the lease. Upon move-in and move-out, Landlord and Tenant shall complete an inspection of the Premises. Tenant will keep and maintain the Premises in good and sanitary condition during the term of this agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall 1) not damage or misuse the Premises or allow guest to do so; 2) give written notice to Landlord of any necessary repairs to be made; 3) notify Landlord immediately of any conditions that are dangerous to human health, safety, or which may damage the Premises or waste utilities provided by Landlord; and 4) not interfere with the management of the property and shall not allow Tenant's guests to do so.
11. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
12. **TENANT PAYS FOR 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. Landlord is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may, and is encouraged to, obtain Renter's Insurance at Tenant's cost. Tenant responsibility includes, but is not limited to, the unit's sewage drains and screens, storms, and windows. Landlord warrants that the unit's sewage drains are in good working order and they will accept normal household waste for which they are designed. Drains will not accept such things as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, paper towels, facial tissues, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, newspapers, and other foreign objects. Tenant shall pay for all charges for clearing of drains an all stoppages except those which a plumber, who is called to clear the stoppage, shall attest in writing were caused by defective plumbing, tree roots, or acts beyond the control of the Tenant. Tenant shall be responsible for damage to all screens, storms and windows and shall pay for repairs if damaged by their actions or their guest's actions.
13. **LOCKS AND LOCKOUTS.** Tenant shall not change locks on any door without written authorization from Landlord. Should Tenant lock themselves out of their unit and are unable to gain access through their own resources, may call a locksmith to let them in. Tenant shall be responsible for all charges and damages involved.
14. **NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services provided by Landlord, if any. The notice may be oral or in writing.
15. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
16. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for a reasonable business purpose, including for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.
17. **PARKING.** Landlord reserves the right to regulate parking within such parking areas, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant and Tenant's guests, invitees, etc...to park their cars only in areas specifically designated from time to time by Landlord for that purpose. Automobile license numbers of Tenant's cars shall be furnished to Landlord upon Landlord's request. Tenant further agrees to hold harmless Landlord and defend Landlord, its agents and employees against any and all claims of the Tenant and/or owner of the vehicle towed. Tenant shall not permit vehicles to be abandoned or stored in the parking areas. Boats, recreational trailers, utility trailers and the like are not permitted on the premises without written authorization from the Landlord. Tenant shall be responsible for where their guests park. Overnight guest parking is prohibited in off street parking areas provided by Landlord. Landlord reserves the right to tow any vehicle not belonging to a Tenant for good cause. Tenant acknowledges that at any time the parking areas may be closed temporarily for the making of repairs or changes and to prevent the acquisition of public rights in such areas and to discourage non-tenant use, and that the traffic flow pattern and layout of parking spaces may be modified.
18. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be consent to any subsequent assignment, sub-letting or license. An assignment,

sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

19. **RULES.** Tenant will keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall abide by any and all terms, conditions and rules as may be established from time to time by the Landlord and as may be identified in a Tenant Handbook and subject to the Rules and Regulations for the Common Areas and any underlying Association rules or declarations.
20. **ANIMALS.** NO PETS shall be allowed on the Premises, other than service animals as required by law; unless otherwise specified in written approval from Landlord.
21. **NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**
- Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or cartilage 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.
 - 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 and cartilage of the Premises.
 - Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of Minn. Stat. §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common areas.
 - This notice is required by Minn. Stat. §504B305. A seizure under §609.5317, Subd. 1, for which there is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.
22. **CRIME-FREE, DRUG-FREE HOUSING.** Tenant, or any members of tenants household or a guest or other person under the tenant's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises. Resident members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household. Resident or members of the household will not engage in the manufacture sale, sale or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agent(s) or tenants. Violations of these provisions shall be a material violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions shall be deemed a serious violation and material non-compliance with the lease. A single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.
23. **PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
24. **SURRENDER OF PREMISES.** When moving out, Tenant must:
- Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss.
 - Completely vacate the Premises, including storage units, garage and parking stalls.
 - Give Landlord a forwarding address and telephone number.
 - Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers and tools, if any. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.
25. **TENANT'S HOLD OVER.** Tenant must move out not later than 11:59 PM on the Ending Date. If Tenant remains in possession of the Premises with Landlord's written consent after the Ending Date and this Lease has not been renewed or a new lease made with Tenant, this Lease becomes a month-to-month lease, which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at Monthly Rent rate, stated on page 1, plus \$200.00 per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party. If this lease becomes month-to-month, written notice is required by Landlord or Tenant to end the Lease. The notice must end the Lease on the first (1st) day of a month and must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice must be received on March 31 or earlier.
- If Tenant refuses to turnover possession of the Premises and remains in possession of the Premises without Landlord's written consent, Tenant shall be responsible for all damages to Landlord, including but not limited to those incurred due to the failure of Landlord to deliver possession pursuant to any new lease signed for these Premises and those amounts set forth in Sections 25 & 31 below.
26. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, Landlord may (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); or (c) bring an eviction action immediately (unlawful detainer action). If Tenant fails to pay rent when due, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
27. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
28. **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.
29. **INSURANCE.** Landlord shall maintain insurance for the Common Areas as required by the Association Covenants and Declarations. Tenant shall have no interest in or claim to any portion of the proceeds of any insurance maintained by Landlord hereunder.
30. **MORTGAGE SUBORDINATION.** This Lease is subject and subordinate to any existing mortgage or mortgages that are a lien on the Premises herein demised as of the date on which this Lease is consummated, and shall be subject and subordinate to any new mortgage or mortgages placed on the demised Premises by Landlord, or to any renewal, replacement or extension of any existing mortgage or mortgages or of any new mortgage or mortgages. Landlord agrees to endeavor to obtain from the mortgagee of each such mortgage an agreement acceptable to such mortgagee under which such mortgagee agrees to recognize this Lease of Tenant in the event of foreclosure if Tenant is not then in default, so long as Tenant pays the Rent, and observes and performs all of the other obligations, provisions, covenants, and conditions required of Tenant by this Lease. In order to confirm this Lease's subordination, Tenant hereby covenants and agrees that it will, at any time after the date of this Lease, execute and deliver an instrument subordinating this Lease to any mortgage currently existing or proposed to exist upon the request of the Landlord.
31. **ESTOPPEL CERTIFICATES AND ATTORNMEN.** (a) Estoppel Certificate. Within ten (10) days after Landlord's request Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord: (1) ratifying this Lease; (2) stating the commencement and termination dates; (3) certifying (a) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated), (b) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (c) no defenses or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed), (d) advance Rent, if any paid by Tenant, (e) the date to which Rent has been paid, and (f) the amount of security deposited with Landlord; and (4) provide recent financial statements of Tenant, and such other information as Landlord reasonably requires. Persons receiving such statements shall be entitled to rely upon them. Further, Tenant hereby irrevocable appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument if Tenant fails to execute and deliver the same within the time period as aforesaid. (b) Attornment. Tenant shall, in the event of a sale or assignment of Landlord's interest in the Premises or the building in which the Premises are located or this Lease, or if the Premises or such building comes into the hands of a mortgagee, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease, or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder. Tenant shall execute, at Landlord's request any attornment agreement required by any mortgagee, ground lessor or other such person to be executed, containing such provisions as such mortgagee, ground lessor or other person requires. (c) Failure to Execute Instruments. Tenant's failure to execute instruments or certificates provided for in this Article within ten (10) days after the mailing by Landlord of a written request shall be a default under this Lease.

32. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
33. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
34. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgagee.
35. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
36. **GOVERNING LAW; EXERCISE OF RIGHTS AND REMEDIES.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. Either party may use any or all of its legal rights and remedies.
37. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
38. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
39. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
40. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
41. **LANDLORD NON-WAIVER.** 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. Should Landlord waive right to enforce any breach of this agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Although Landlord may know when accepting rent that Tenant is violating one or more of this Agreement's conditions, Landlord is in no way waiving its rights to enforce the breach.
42. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
43. **ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS.** Attachments to this Lease, such as Landlord's building rules and/or Tenant Handbook, if any, are part of this Lease. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.
44. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by Email, return receipt requested, or United States mail, return receipt requested, or hand delivered addressed to tenant or Landlord as listed above (page 1). Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. A NOTICE OR DEMAND EMAILED, MAILED OR HANDED TO ANY OF THE TENANTS NAMED ABOVE (Page 1) IS NOTICE TO ALL TENANTS.

Tenant(s) agree to the terms of this Lease.

| | | | |
|---------------------|------|----------------------|------|
| Tenant 1 Signature | Date | Tenant 2 Signature: | Date |
| Tenant 1 Print: | | Tenant 2 Print: | |
| Tenant 3 Signature | Date | Tenant 4 Signature: | Date |
| Tenant 3 Print: | | Tenant 4 Print: | |
| Tenant 5 Signature: | Date | Tenant 6 Signature: | Date |
| Tenant 5 Print: | | Tenant 6 Print: | |
| Tenant 7 Signature: | Date | Tenant 8 Signature: | Date |
| Tenant 7 Print: | | Tenant 8 Print: | |
| Tenant 9 Signature: | Date | Tenant 10 Signature: | Date |
| Tenant 9 Print: | | Tenant 10 Print: | Date |

Landlord/Management agrees to the terms of this Lease.

| | | |
|-----------------------|------|-------------------|
| Management Signature: | Date | Management Print: |
|-----------------------|------|-------------------|