

**IVY Apartments**

**1510 9<sup>th</sup> Ave. S. #102 St. Cloud MN 56301**

**Office Phone: (320) 259-9673 Office Fax: 1-888-497-9434**

Website: www.ivyapartments.com E-mail: scsuhousing@ivyapartments.com

**Management is a fair housing provider and grants equal opportunity to all persons under the law.**

RESIDENT \_\_\_\_\_ DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Cell Ph. # \_\_\_\_\_

TENANT HEREBY AGREES TO LEASE FROM OWNER OR MANAGEMENT, \_\_\_\_\_ - \_\_\_\_\_ # \_\_\_\_\_ ST. CLOUD, MN

LEASE TERM 10 12 MONTH STARTING DATE OF \_\_\_\_\_ LEASE ENDING DATE \_\_\_\_\_ 12 NOON

SECURITY DEPOSIT \$ \_\_\_\_\_ (AS PER SECURITY DEPOSIT LISTED BELOW)

TELEVISION DEPOSIT \$ \_\_\_\_\_

APPLICATION FEE \$ \_\_\_\_\_ (NON REFUNDABLE) MONTHLY RENT \$ \_\_\_\_\_

CARPET CLEANING \$ \_\_\_\_\_ (NON REFUNDABLE) PARKING PERMIT \$ \_\_\_\_\_ DUE BY \_\_\_\_\_

COMMON AREA MAINT. \$ \_\_\_\_\_ (NON REFUNDABLE)

TOTAL FEES \$ \_\_\_\_\_ DEPOSIT AND FEES PAID BY \_\_\_\_\_ DATE \_\_\_\_\_

UTILITIES PAID BY OWNER: \_\_\_\_\_ HEAT \_\_\_\_\_ WATER \_\_\_\_\_ GARBAGE \_\_\_\_\_ LAWN CARE \_\_\_\_\_ ELECTRICITY \_\_\_\_\_ OTHER \_\_\_\_\_

UTILITIES PAID BY RESIDENT: \_\_\_\_\_ HEAT \_\_\_\_\_ WATER \_\_\_\_\_ GARBAGE \_\_\_\_\_ LAWN CARE \_\_\_\_\_ ELECTRICITY \_\_\_\_\_ OTHER \_\_\_\_\_

TOTAL MONTHLY RENT \$ \_\_\_\_\_ TO BE PAID ON THE 1<sup>ST</sup> OF EACH MONTH. TOTAL CONTRACT RENT IS \$ \_\_\_\_\_

RENT OF \$ \_\_\_\_\_ FOR THE LAST MONTH OF THE CONTRACT OF \_\_\_\_\_ IS DUE ON \_\_\_\_\_

IF THE PREPAID RENT IS NOT PAID BY THE FIFTH OF THE MONTH. MANAGEMENT SHALL HAVE THE RIGHT TO RETAIN THE SECURITY DEPOSIT AND ALL PREPAID AND ALL PREPAID FEES AND MAY TERMINATE SAID LEASE. MANAGEMENT SHALL HAVE THE RIGHT TO DEMAND ALL PAYMENTS DUE AFTER THE FIFTH (5<sup>TH</sup>) OF EACH MONTH. A \$25.00 SERVICE CHARGE WILL BE ASSESSED AFTER 5:00 P.M. OF THE FIFTH (5<sup>TH</sup>) AND AN ADDITIONAL \$15.00 SERVICE CHARGE AFTER THE TENTH (10<sup>TH</sup>) OF EACH MONTH FOR ANY UNPAID RENTS AND FEES. RESIDENT SHALL BE ASSESSED A \$35.00 SERVICE CHARGE FOR ANY NSF CHECK. RESIDENT AGREES TO PAY MANAGEMENT AND HEREBY AGREE TO THE TERMS OF THIS LEASE AS WRITTEN IN THIS LEASES ENTIRETY, BOTH IN FRONT AND BACK AND ANY ADDITIONAL RESIDENT HANDBOOK PROVIDED BY MANAGEMENT. GUARANTOR COSIGNER ALSO AGREES TO THESE TERMS AND BECOMES IMMEDIATELY RESPONSIBLE FOR ANY OUTSTANDING RENTS, SERVICE CHARGES, ATTORNEY'S FEES OR COSTS INCURRED WITH ENFORCING THIS LEASE IN ITS ENTIRETY. TENANT / GUARANTOR COSIGNER HEREBY ACKNOWLEDGES RECEIVING COPY OF LEASE AND MANAGEMENT RULES.

ADDITIONAL AGREEMENTS (IF ANY) \_\_\_\_\_

MANAGEMENT AND RESIDENT AGREE THAT THERE SHALL BE NO VERBAL AGREEMENTS.

RESIDENT SIGNATURE \_\_\_\_\_

COSIGNER SIGNATURE \_\_\_\_\_

RESIDENT SOCIAL SECURITY NUMBER \_\_\_\_\_

PRINT COSIGNER NAME \_\_\_\_\_

DATE SIGNED BY RESIDENT \_\_\_\_\_

COSIGNER SOCIAL SECURITY NUMER \_\_\_\_\_

MANAGEMENT SIGNATURE \_\_\_\_\_

COSIGNER ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

MANAGEMENT DATE SIGNED \_\_\_\_\_

COSIGNER HOME PHONE (\_\_\_\_\_) \_\_\_\_\_

COSIGNER WORK OR CELL # (\_\_\_\_\_) \_\_\_\_\_

COSIGNER RELATIONSHIP TO TENNANT \_\_\_\_\_

**TERMS OF SECURITY DEPOSIT**

IF MANAGEMENT DENIES ACCEPTANCE OF OCCUPANCY APPLIED FOR, FULL DEPOSIT STATED ABOVE SHALL BE REFUNDED. SAID APPLICANT SHALL ACQUIRE NO RIGHTS FOR APARTMENT APPLIED FOR UNTIL NOTIFICATION OF ACCEPTANCE BY MANAGEMENT. A SECURITY DEPOSIT AND A FULL MONTHS RENT ARE REQUIRED IN ADVANCE, BUT THIS DOES NOT RELEASE APPLICANT FROM LEASE OBLIGATIONS. MANAGEMENT WILL REFUND THE DEPOSIT STATED ABOVE TOGETHER WITH MAXIMUM LEGAL INTEREST REQUIRED 3% ANNUAL TO TENANT WITHIN 21 CALENDAR DAYS AFTER THE PROPER AND AGREED UPON TERMINATION OF SAID LEASE. WRITTEN RECEIPT OF RESIDENT'S FORWARDING MAIL ADDRESS, SUBJECT TO THE FOLLOWING PROVISIONS.

1. ALL TERMS OF THE APARTMENT LEASE AGREEMENT HAVE BEEN FULLY COMPLIED WITH INCLUDING RENT PAID IN FULL AND EXPIRATION OF FULL LEASE TERM. IF RESIDENT FAILS TO VACATE BY 12:00 NOON ON LEASE TERMINATION DATE, LANDLORD SHALL RETAIN SECURITY DEPOSIT IN FULL AS PARTIAL LIQUIDATED DAMAGES. TENANT SHALL NOT WITHHOLD FINAL MONTHS RENT AS MEANS OF RECOVERING RETAINED SECURITY DEPOSIT.
2. ALL ORIGINAL KEYS RETURNED.
3. ALL FEES, FINES, AND SERVICE CHARGES ARE PAID IN FULL.
4. RESIDENT COMPLETES AND SIGNS MOVE-OUT SHEET PROVIDED BY MANAGEMENT AND PROVIDES WRITTEN FORWARDING ADDRESS.
5. RESIDENT IS LIABLE FOR FULL COMPLIANCE OF THE APARTMENT LEASE AGREEMENT AND FOR PAYMENT OF ANY DAMAGES TO THE PROPERTY IN ITS ENTIRETY, BUT IS NOT LIMITED TO THE AMOUNT OF THE DEPOSIT STATED ABOVE.

**TERMS OF APARTMENT / ROOM LEASE**

1. OCCUPANCY AND USE: NO PERSON OTHER THAN THE INDIVIDUAL LISTED ABOVE AS RESIDENT MAY OCCUPY THE APARTMENT / ROOM. THE APARTMENT / ROOM SHALL BE USED ONLY FOR RESIDENTIAL PURPOSES.
2. RENT: RESIDENT AGREES TO PAY MANAGEMENT (AT PLACE DESIGNATED) MONTHLY RENT IN FULL ON OR BEFORE THE FIRST OF EACH MONTH IN ADVANCE DURING THE ENTIRE LEASE TERM. RENT PAYMENT WILL BEGIN BY PAYING THE LAST MONTHS RENT UPON ACCEPTANCE OF THIS LEASE.
3. SUBLET/TRANSFER: A TRANSFER FEE OF \$25.00 WILL BE ASSESSED FOR ANY TRANSFER OF RESIDENT FROM ONE LOCATION TO ANOTHER MANAGED BY MANAGEMENT. RESIDENT SHALL NOT SUBLET THE APARTMENT NOR ASSIGN THIS LEASE WITHOUT THE WRITTEN CONSENT OF ANY MANAGEMENT. THERE WILL BE A \$200.00 SUBLET/RELET FEE ASSESSED BY MANAGEMENT TO ORIGINAL RESIDENT SHOULD MANAGEMENT APPROVE OF NEW RESIDENT.
4. SERVICE CHARGE & RETURNED CHECK FEE: RESIDENT AGREES TO PAY AS ADDITIONAL RENT A SERVICE CHARGE. AS STATED ABOVE FOR EACH LATE FULL OR PARTIAL PAYMENT OF RENT THAT HAS NOT BEEN PAID BY 5:00 P.M. ON THE FIFTH (5<sup>TH</sup>) OF EACH MONTH, RESIDENT ALSO AGREES TO PAY A SERVICE CHARGE OF \$35.00 FOR EACH CHECK RETURNED FROM RESIDENTS BANK (FOR ANY REASON).
5. PARKING: RESIDENTS SHALL PARK VEHICLES IN DESIGNATED PARKING STALLS. ALL PARKING STALLS ARE PREPAID. ANY RESIDENT VEHICLE NOT DISPLAYING A PARKING STICKER OR PARKING IN PROHIBITED AREAS SHALL BE TOWED BY MANAGEMENT. VISITOR PARKING IS NOT ALLOWED IN ASSIGNED PARKING LOT.
6. VACANT BEDROOMS: OCCUPYING A VACANT BEDROOM IS PROHIBITED. OCCUPYING OR USING A VACANT BEDROOM IS TRESSPASSING AND RENT FOR SAID BEDROOM WILL BE ASSESSED TO RESIDENTS.
7. ANIMALS/PETS: RESIDENT MAY NOT ALLOW ANY PET. ANIMAL OR BIRDS OF ANY KIND ON THE PREMISES. A FINE OF \$200.00 WILL BE ASSESSED PER RESIDENT PER OCCURRENCE. PETS ONLY ALLOWED WITH WRITTEN ATTACHMENT TO THE LEASE.

WHITE = MANAGEMENT

YELLOW = PARENT

PINK = TENANT

8. **PARTIES:** RESIDENT HEREBY UNDERSTANDS THAT BEER KEGS, EXCESSIVE NOISE, ILLEGAL DRUGS ARE NOT ALLOWED. A FINE OF \$200.00 PER RESIDENT WILL BE CHARGED FOR ANY ST. CLOUD NOISE ORDINANCE VIOLATION AND ST. CLOUD KEG ORDINANCE VIOLATION OR MANAGEMENT PRIVATE SECURITY VIOLATION. SUCH AN OCCURRENCE ALSO MAY CONSTITUTE A BREACH OF CONTRACT. MANAGEMENT RESERVES THE RIGHT TO EVICT ANY RESIDENT AND TERMINATE THIS LEASE. RESIDENT WILL STILL BE RESPONSIBLE FOR FULL PAYMENT OF CONTRACT RENT.
9. **WATER BEDS:** WATER BEDS AND/OR WATER FILLED FURNITURE ARE NOT ALLOWED ON THE PREMISES UNLESS RESIDENT KEEPS ON FILE WITH MANAGEMENT A COPY OF CURRENT RENTERS INSURANCE POLICY. RESIDENT SHALL BE RESPONSIBLE FOR ANY WATER DAMAGE INCURRED FROM SAID FURNITURE. A FINE OF \$50.00 WILL BE ASSESSED FOR FAILURE TO PROVIDE A CURRENT RENTER'S POLICY.
10. **REIMBURSEMENT BY RESIDENT:** RESIDENT AGREES TO REIMBURSE MANAGEMENT FOR ANY LOSS DUE TO PROPERTY DAMAGE AND COST OF REPAIRS DUE TO NEGLIGENCE DONE BY RESIDENT. FAMILY OR ANY GUEST. RESIDENT SHALL BE ASSESSED A FINE OF \$50.00 FOR WINDOWS LEFT OPEN DURING THE HEATING SEASON. RESIDENT SHALL BE RESPONSIBLE FOR DAMAGES OCCURRING FROM WINDOWS OR DOORS LEFT OPEN. RESIDENT AGREES TO PAY ALL COSTS INCURRED TO RENT RESIDENCES APARTMENT, INCLUDING ADVERTISING. RESIDENT SHALL BE RESPONSIBLE FOR ALL RENTS, FEES, FINES, SERVICE CHARGES, PARKING, INCLUDING LEGAL FEES AND COLLECTION COSTS AND FEES, EVICTION AND UNLAWFUL DETAINER COSTS OR ANY OTHER COSTS OR CHARGES. THESE REIMBURSEMENTS ARE DUE WHEN MANAGEMENT MAKES DEMAND ON RESIDENT. FAILURE TO PAY IMMEDIATELY SHALL NOT BE DEEMED A WAIVER. MANAGEMENT MAY ASSESS ADDITIONAL CHARGES FOR SLOW PAYMENT.  
ACCESS FOR INSPECTION AND PEST TREATMENT. RESIDENT MUST ALLOW MANAGEMENT AND OUR PEST CONTROL AGENTS ACCESS TO THE DWELLING AT REASONABLE TIMES TO INSPECT FOR OR TREAT BED BUGS. RESIDENTS, OCCUPANTS, GUESTS, AND INVITEES MUST COOPERATE AND WILL NOT INTERFERE WITH INSPECTIONS OR TREATMENTS. MANAGEMENT HAS THE RIGHT TO SELECT ANY LICENSED PEST CONTROL PROFESSIONAL TO TREAT THE DWELLING AND BUILDING. MANAGEMENT CAN SELECT THE METHOD OF TREATING THE DWELLING, BUILDING AND COMMON AREAS FOR BED BUGS. MANAGEMENT CAN ALSO INSPECT AND TREAT ADJACENT OR NEIGHBORING DWELLINGS TO THE INFESTATION EVEN IF THOSE DWELLINGS ARE NOT THE SOURCE OR CAUSE OF THE KNOWN INFESTATION. RESIDENTS ARE RESPONSIBLE FOR AND MUST, AT RESIDENT OWN EXPENSE, HAVE RESIDENT OWN PERSONAL PROPERTY, FURNITURE, CLOTHING AND POSSESSIONS TREATED ACCORDING TO ACCEPTED TREATMENT METHODS ESTABLISHED BY A LICENSED PEST CONTROL FIRM THAT MANAGEMENT APPROVES. RESIDENT MUST DO SO AS CLOSE AS POSSIBLE TO THE TIME MANAGEMENT TREATED THE DWELLING. IF RESIDENT FAILS TO DO SO, RESIDENT WILL BE IN DEFAULT, AND MANAGEMENT WILL HAVE THE RIGHT TO TERMINATE RESIDENT RIGHT OF OCCUPANCY AND EXERCISE ALL RIGHTS AND REMEDIES UNDER THIS AGREEMENT. RESIDENT AGREES NOT TO TREAT THE DWELLING FOR A BED BUG INFESTATION ON RESIDENT OWN UNLESS MANAGEMENT AUTHORIZES RESIDENT TO DO SO IN WRITING. RESIDENT MUST PROMPTLY NOTIFY MANAGEMENT: A. OF ANY KNOWN OR SUSPECTED BED BUG INFESTATION OR PRESENCE IN THE DWELLING, OR IN ANY OF RESIDENT CLOTHING, FURNITURE OR PERSONAL PROPERTY. B. OF ANY RECURRING OR UNEXPLAINED BITES, STINGS, IRRITATIONS, OR SORES OF THE SKIN OR BODY WHICH RESIDENT BELIEVE IS CAUSED BY BED BUGS, OR BY ANY CONDITION OR PEST RESIDENT BELIEVE IS IN THE DWELLING. C. IF RESIDENT DISCOVERS ANY CONDITION OR EVIDENCE THAT MIGHT INDICATE THE PRESENCE OR INFESTATION OF BED BUGS, OR OF ANY CONFIRMATION OF BED BUG PRESENCE BY A LICENSED PEST CONTROL PROFESSIONAL OR OTHER AUTHORITATIVE SOURCE. D. IF MANAGEMENT CONFIRMS THE PRESENCE OR INFESTATION OF BED BUGS, RESIDENT MUST COOPERATE AND COORDINATE WITH MANAGEMENT AND OUR PEST CONTROL AGENTS TO TREAT AND ELIMINATE THE BED BUGS. RESIDENT MUST FOLLOW ALL DIRECTIONS FROM MANAGEMENT OR OUR AGENTS TO CLEAN AND TREAT THE DWELLING AND BUILDING THAT ARE INFESTED. RESIDENT MUST REMOVE OR DESTROY PERSONAL PROPERTY THAT CANNOT BE TREATED OR CLEANED AS CLOSE AS POSSIBLE TO THE TIME MANAGEMENT TREATED THE DWELLING. ANY ITEMS RESIDENT REMOVE FROM THE DWELLING MUST BE DISPOSED OF OFF-SITE AND NOT IN THE PROPERTY'S TRASH RECEPTACLES. IF MANAGEMENT CONFIRM THE PRESENCE OR INFESTATION OF BED BUGS IN RESIDENT DWELLING, MANAGEMENT HAVE THE RIGHT TO REQUIRE RESIDENT TO TEMPORARILY VACATE THE DWELLING AND REMOVE ALL FURNITURE, CLOTHING AND PERSONAL BELONGINGS IN ORDER FOR MANAGEMENT TO PERFORM PEST CONTROL SERVICES. IF RESIDENT FAILS TO COOPERATE WITH MANAGEMENT, RESIDENT WILL BE IN DEFAULT, AND MANAGEMENT WILL HAVE THE RIGHT TO TERMINATE RESIDENT RIGHT OF OCCUPANCY AND EXERCISE ALL RIGHTS AND REMEDIES. RESPONSIBILITIES: RESIDENT WILL BE REQUIRED TO PAY ALL REASONABLE COSTS OF CLEANING AND PEST CONTROL TREATMENTS INCURRED BY MANAGEMENT TO TREAT RESIDENT DWELLING UNIT FOR BED BUGS. IF MANAGEMENT CONFIRMS THE PRESENCE OR INFESTATION OF BED BUGS AFTER RESIDENT VACATE RESIDENT DWELLING, RESIDENT WILL BE RESPONSIBLE FOR THE COST OF CLEANING AND PEST CONTROL TREATMENTS. IF MANAGEMENT MUST MOVE OTHER RESIDENTS IN ORDER TO TREAT ADJOINING OR NEIGHBORING DWELLINGS TO RESIDENT DWELLING UNIT, RESIDENT WILL BE LIABLE FOR PAYMENT OF ANY LOST RENTAL INCOME AND OTHER EXPENSES INCURRED BY MANAGEMENT TO RELOCATE THE NEIGHBORING RESIDENTS AND TO CLEAN AND PERFORM PEST CONTROL TREATMENTS TO ERADICATE INFESTATIONS IN OTHER DWELLINGS. IF RESIDENT FAIL TO PAY MANAGEMENT FOR ANY COSTS RESIDENT ARE LIABLE FOR, RESIDENT WILL BE IN DEFAULT, AND MANAGEMENT WILL HAVE THE RIGHT TO TERMINATE RESIDENT RIGHT OF OCCUPANCY AND EXERCISE ALL RIGHTS AND REMEDIES UNDER THE LEASE CONTRACT, AND OBTAIN IMMEDIATE POSSESSION OF THE DWELLING. IF RESIDENT FAIL TO MOVE OUT AFTER RESIDENT RIGHT OF OCCUPANCY HAS BEEN TERMINATED, RESIDENT WILL BE LIABLE FOR HOLDOVER RENT UNDER THE LEASE CONTRACT.
11. **ABANDONMENT:** RESIDENT UNDERSTANDS THAT HE / SHE SHALL BE RESPONSIBLE FOR PAYING THE FULL CONTRACT RENT, AND ALL FEES AND RENTS STATED HEREIN SHALL BE PAID MONTHLY IN ADVANCE FOR THE DURATION OF THE LEASE. NO SURRENDER OF THIS APARTMENT / ROOM WILL BE ACCEPTED BY MANAGEMENT WITHOUT WRITTEN CONSENT OF MANAGEMENT. ALL ITEMS LEFT IN AN APARTMENT/ROOM AFTER LEASE TERMINATES SHALL BECOME PROPERTY OF MANAGEMENT.
12. **FAILURE TO GIVE POSSESSION:** IF DUE TO CAUSES BEYOND ITS CONTROL, BUT NOT LIMITED TO, THE HOLDING OVER OF A PREVIOUS RESIDENT, MANAGEMENT IS UNABLE TO GIVE IMMEDIATE POSSESSION, MANAGEMENT SHALL NOT BE SUBJECT TO ANY LIABILITY FOR THIS FAILURE TO HAVE POSSESSION. RESIDENT SHALL NOT BE RESPONSIBLE FOR RENTS UNTIL RESIDENT ACTUALLY MOVES INTO SAID APARTMENT / ROOM.
13. **TERMINATION OF LEASE WITH SPECIFIED ENDING:** THIS LEASE SHALL TERMINATE AT 12:00 NOON ON THE SPECIFIED TERMINATION DATE. RESIDENT SHALL VACATE ON OR BEFORE THAT TIME. A SET CHECKOUT TIME WILL BE SET BY MANAGEMENT. FAILURE TO VACATE SHALL RESULT IN LOSS OF SECURITY DEPOSIT AS PARTIAL LIQUIDATED DAMAGES.
14. **ACTS OF THIRD PARTIES:** MANAGEMENT SHALL NOT BE RESPONSIBLE FOR ACTIONS, DAMAGES, INJURIES, OR HARM CAUSED BY SUCH ACTIONS OF THIRD PARTIES (OTHER RESIDENTS, INTRUDERS, GUESTS, AND TRESSPASSERS).
15. **DAMAGE OR INJURY TO RESIDENT:** MANAGEMENT SHALL NOT BE RESPONSIBLE FOR ACTIONS, DAMAGES, OR INJURIES THAT ARE DONE TO RESIDENT, THEIR PROPERTY, RESIDENT'S GUESTS, OR THEIR PROPERTY THAT WAS NOT CAUSED BY A NEGLIGENT OR WILLFUL ACT OF MANAGEMENT. MANAGEMENT RECOMMENDS THAT RESIDENT OBTAIN A RENTER'S INSURANCE POLICY BEFORE TAKING OCCUPANCY OF THIS PREMISES.
16. **MANAGEMENT RIGHT TO ENTER:** MANAGEMENT AND ITS AUTHORIZED PERSONNEL MAY ENTER EACH APARTMENT/ROOM AT ANY REASONABLE TIME TO INSPECT, MAKE REPAIRS, REMODEL, TO SHOW THE APARTMENT/ROOM TO PERSPECTIVE NEW RESIDENTS, OR FOR BIDDING CONTRACTORS.
17. **VACATING:** RESIDENT AGREES TO VACATE THE APARTMENT / ROOM ON OR BEFORE THE TERMINATION DATE OF THIS LEASE. IF RESIDENT FAILS TO VACATE ON OR BEFORE SAID TERMINATION DATE, RESIDENT SHALL BE RESPONSIBLE TO MANAGEMENT FOR ANY AND ALL LOSSES INCURRED INCLUDING LEGAL AND COURT COSTS, UNLAWFUL DETAINER COSTS, LOSS OF RENTS, AND DAMAGES TO SUBSEQUENT RESIDENTS. UPON VACATING, RESIDENT AGREES TO CLEAN EACH APARTMENT IN ITS ENTIRETY WITH MANAGEMENT INSPECTION. ALL APPLIANCES, CUPBOARDS, DOORS AND TRIM WINDOWS, MIRRORS, BLINDS, WALLS AND VINYL FLOORS SHALL BE CLEAN UPON VACATING. RESIDENT SHALL HAVE A SIGNED MOVE OUT SHEET BEFORE VACATING. FAILURE TO COMPLY MAY RESULT IN FORFEIT OF SECURITY DEPOSIT. PROFESSIONAL CARPET CLEANING HAS ALREADY BEEN PREPAID.
18. **DESTROYED OR UNTENTABLE:** IF THE PREMISES ARE DESTROYED, DAMAGED, OR BECOMES UNFIT FOR OCCUPANCY DUE TO ANY CAUSE, MANAGEMENT MAY CANCEL THIS LEASE IMMEDIATELY. IF THE DAMAGE OR DESTRUCTION IS NOT DUE TO RESIDENT OR HIS NEGLIGENCE, THEN RENT SHALL BE PRORATED AND THE BALANCE (IF ANY) SHALL BE RETURNED TO RESIDENT.
19. **EVICTION:** IF RESIDENT MATERIALLY VIOLATES THE TERMS OF THIS LEASE, RESIDENT MAY BE EVICTED IMMEDIATELY AND WITHOUT PRIOR NOTICE. MANAGEMENT WILL DELIVER A NOTICE TO VACATE WITHIN THREE (3) DAYS. IF RESIDENT FAILS TO VOLUNTARILY VACATE ON OR BEFORE THE EVICTION DATE, RESIDENT SHALL BE RESPONSIBLE FOR ALL LEGAL COSTS ALONG WITH THE TOTAL REMAINING CONTRACT RENT. IF MANAGEMENT EXCUSES A PARTICULAR INCIDENT, THIS DOES NOT WAIVE THE RIGHT OF MANAGEMENT TO EVICT RESIDENT ON A SIMILAR VIOLATION. A LAWFUL SEIZURE FROM ANY RESIDENT OF ANY ILLEGAL SUBSTANCE OR PROPERTY, TOTALING \$1000.00 OR MORE CONSTITUTES UNLAWFUL POSSESSION OF THE APARTMENT / ROOM, AND MANAGEMENT IS REQUIRED TO START THE EVICTION PROCESS.
20. **OBLIGATION TO PAY RENT AFTER EVICTION:** IF RESIDENT IS EVICTED BY MANAGEMENT, EVEN IF MANAGEMENT DOES NOT OBTAIN A COURT ORDER TO ENFORCE THIS EVICTION, DUE TO RESIDENTS BREACH OF THIS LEASE, RESIDENT AGREES TO PAY THE FULL AMOUNT OF RENT, MONTHLY IN ADVANCE FOR THE REMAINING TERM OF THIS LEASE, OR UNTIL THE APARTMENT / ROOM IS RE-RENTED.
21. **FALSE OR MISLEADING RENTAL APPLICATION:** THIS APPROVED LEASE IS ACCEPTED BY MANAGEMENT BASED ON WRITTEN STATEMENTS MADE BY RESIDENTS IN RESIDENT'S RENTAL APPLICATION. IN THE EVENT RESIDENT PROVIDES INACCURATE INFORMATION, THIS LEASE IS BREACHED AND MANAGEMENT HAS THE RIGHT TO IMMEDIATELY EVICT RESIDENT AND TERMINATE THIS LEASE.
22. **GUARANTOR COSIGN:** YOUR SON / DAUGHTER HAS APPLIED FOR HOUSING WITH MANAGEMENT. WE ARE AGAIN STRESSING THE FACT THAT STUDENTS GENERALLY HAVE A LIMITED INCOME, WE NEED ASSURANCE THAT ALL RENTS, FEES, AND FINES WILL BE PAID. MANAGEMENT PREFERENCES THAT A PARENT, STEPPARENT OR OTHERWISE FINANCIALLY RESPONSIBLE PERSON COSIGN FOR ALL RESIDENT LEASES. AN AGREED PREPAID PORTION OF THE CONTRACT WILL BE ACCEPTED IN LEU OF GUARANTOR COSIGN.
23. **BUILDING RULES:** ANY BUILDING RULES OR ATTACHMENTS TO THIS LEASE, IF ANY, SHALL BECOME PART OF THIS LEASE AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LEASE. MANAGEMENT CAN MAKE CHANGES OR ADDITIONS TO BUILDING RULES AT ANY TIME DURING THIS LEASE TERM.
24. **NOTICES:** RESIDENT AGREES THAT DEMANDS AND NOTICES DELIVERED BY MANAGEMENT TO RESIDENT OR POSTED AT APARTMENT ENTRANCE ARE PROPER NOTICE AND ARE EFFECTIVE AS SOON AS DELIVERED OR POSTED.
25. **MANAGEMENT PROMISES:** 1. THE PREMISES AND ALL COMMON AREAS ARE FIT FOR USE AS A RESIDENTIAL PREMISES. 2. TO KEEP THE PREMISES IN REASONABLE CONDITION AND TO MAKE ANY REPAIRS WITHIN A REASONABLE TIME AFTER WRITTEN REPAIR NOTICE HAS BEEN RECEIVED. 3. TO MAINTAIN THE PREMISES IN COMPLIANCE WITH STATE AND LOCAL HEALTH AND SAFETY CODES. 4. TO MAINTAIN THE COMMON AREA, BOTH INSIDE AND OUTSIDE, IN A STATE OF CLEANLINESS.
26. **RESIDENT PROMISES:** 1. NOT TO DAMAGE PREMISES OR WASTE UTILITIES PROVIDED BY MANAGEMENT. 2. NOT TO MAKE ALTERATIONS, PAINT, OR REMOVE ANY FIXTURES. 3. TO KEEP APT. / ROOM CLEAN AND TIDY. 4. TO COOPERATE WITH MANAGEMENT. TO ENFORCE BUILDING RULES FOR ALL RESIDENTS. 5. NOT TO CONDUCT THEMSELVES IN A LOUD AND BOISTEROUS, UNRULY OR THOUGHTLESS MANNER AS TO DISTURB THE RIGHTS OF OTHER TENANTS, THIS INCLUDES NO LOUD PARTIES, LOUD MUSIC, FOOSBALL, DARTS, AND TO NOT VIOLATE THE ST. CLOUD NOISE ORDINANCE, MANAGEMENT WILL ASSESS A \$200.00 FINE PAYABLE IMMEDIATELY BY EACH RESIDENT PRESENT AT THE TIME OF EACH VIOLATION. 6. NOT TO STORE ANY CONTRABAND, OR ILLEGAL SUBSTANCE, OR FLAMMABLE MATERIAL. 7. TO GIVE WRITTEN NOTICE TO ANY REPAIRS NEEDED. 8. THE PREMISES WILL NOT BE USED TO MAKE, SELL, STORE, TRADE, DELIVER, EXCHANGE, DISTRIBUTE OR POSSESS ANY ILLEGAL DRUGS, CONTRABAND OR STOLEN GOODS. 10. NOT TO ALLOW KEGS, PARTY BALLS, EXCESSIVE CASES OF BEER OR LIQUOR ON PREMISES. A \$200.00 FINE WILL BE ASSESSED TO ANYONE FOUND WITH STATED ITEMS PER OCCURRENCE.
27. **LOCKOUTS:** IN THE EVENT THAT A RESIDENT LOCKS THEMSELVES OUT OF SAID APT. / ROOM – RESIDENT SHALL PAY A LOCKOUT FEE OF \$25.00 TO MANAGEMENT OR MANAGEMENT REP. IMMEDIATELY UPON OPENING OF SAID TENANT DOOR. ANY RESIDENT THAT DAMAGES A DOOR DUE TO LOCKOUT WITHOUT CALLING MANAGEMENT WILL BE CHARGED FOR PRICE OF REPLACING SAID DOOR. \$25.00 WILL BE CHARGED FOR ANY LOST OR MISSING ROOM KEY AND \$50.00 WILL BE CHARGED FOR ANY LOST FRONT DOOR KEY.