



RESIDENT LEASE

1340 Warren Street
Mankato, MN 56001
507-388-9351

RESIDENT*: (List all persons who will live in the Apartment)

MANAGEMENT: Minnesota Financial Management Corporation

STREET ADDRESS OF PREMISES (Apartment)

APARTMENT NO. APARTMENT TYPE

STARTING DATE OF LEASE DATE THIS LEASE ENDS

MONTHLY APARTMENT RENT \$

FIRST AND LAST MONTH’S RENT ON MOVE-IN DAY EQUALING \$

OTHER MONTHLY AGREEMENTS

RESERVATION/DAMAGE DEPOSIT \$ / / / /.

UTILITIES INCLUDED IN RENT: ☐ water/sewer/refuse ☐ Heat ☐ Electricity ☐ Refuse Only ☐ other

UTILITIES PAID BY RESIDENT: ☐ Phone ☐ Cable/Internet ☐ Heat ☐ Electricity ☐ Water / Sewer ☐ other
(The following is required by Minnesota Statutes Section 504.22)

Authorized Manager of Apartment Minnesota Financial Management Corporation

Address 401 North Third Street, Suite 160, Minneapolis, MN 55401

An owner of the premises or an agent to accept service of process and receive and give receipts for notices and demands is

Highland Hills of Mankato, LLC

Address 1340 Warren St. Mankato, MN 56001

* Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders.

The Owner and Resident agree to the terms of this Lease and any attachments that may be made part of this Lease. Highland Hills of Mankato, LLC.

By		(Resident)	(Date)
Date Signed		(Resident)	(Date)
By		(Resident)	(Date)
Date Signed		(Resident)	(Date)
		(Resident)	(Date)

TERMS OF THIS LEASE

A. RENT

1. RENT: RESIDENT will pay OWNER the full monthly rent and all other monthly charges before midnight of the FIRST day of each month while this Lease is in effect and during any extensions or renewals of this lease. Rent will be paid to OWNER at 1340 Warren Street, Mankato, Minnesota 56001. (A DROP BOX is provided in the front office door.)
2. WHO IS RESPONSIBLE FOR RENT: Each RESIDENT is jointly and severally liable for paying the full amount of rent and any other money owed to OWNER.
3. LEASE ENDING DATE: RESIDENT understands that, if the Lease ends on the 20th of the month at noon, RESIDENT is responsible for the full month’s rent at the monthly rate indicated on the signed Lease. If the Lease begins on the 10th of the month, RESIDENT is responsible for the full month’s rent at the monthly rate indicated on the signed Lease.
4. DUTY TO PAY RENT AFTER EVICTION: IF RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent and all other monthly charges until the earlier of (1) the Apartment is re-rented, or (2) the DATE THIS LEASE ENDS. If the apartment is re-rented for less than the rent due under this Lease, RESIDENT will be responsible for the difference until the DATE THIS LEASE ENDS.
5. LATE RENT SERVICE CHARGE AND/OR RETURNED CHECK FEE: RESIDENT will pay a Late Fee of 8% on the unpaid rent balance if the RESIDENT does not pay the full monthly rent by midnight on the 5th day of the month. RESIDENT will pay a fee of \$30 for each returned check.
6. NO CASH: RESIDENTS agree to pay by check, money order, or cashiers check for rent and other money due. All checks and money orders are to be made payable to Highland Hills Apartments.

B. USE OF APARTMENT

7. OCCUPANCY AND USE: Only the person(s) listed above as RESIDENT may live in the Apartment. Persons not listed as RESIDENT may live in the Apartment ONLY with the prior written consent of OWNER. If a person is living in the Apartment but is not listed as a RESIDENT and does not have prior written consent of OWNER that is grounds for Lease termination. RESIDENT may use the Apartment and utilities for ordinary residential purposes only. RESIDENTS must obtain prior written consent from roommates and management for guests staying 7 days or more.
8. SUBLETTING: Resident may not lease the Apartment to other persons (sublet), assign this Lease or sell this Lease without the prior written consent of OWNER.
9. RESIDENT PROMISES: (1) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the other resident’s peace and quiet, or to allow his guest to do so; (2) to use the Apartment only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in OWNER’S insurance; (3) not to use or store on the premise any flammable or explosive substance; (4) not to interfere in the management and operation of the Apartment building; (5) that the Apartment, common areas or area surrounding the building(s) will not be used by the RESIDENT or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess any illegal drugs; (6) to abide by THE HIGHLAND HILLS Resident Handbook.
10. POLICE CALLS: RESIDENT understands that the apartment will be charged a \$300 FINE if the OWNER receives an INCIDENT REPORT on the Apartment from the Mankato Department of Public Safety or from the Highland Hills Security Staff.
11. SMOKING: Highland Hills Apartments is a smoke free environment. No smoking is allowed in any building or apartment on the property. There will be a \$100 fine for violation of this policy. After the first violation, any further violation will subject the resident to eviction.

12. PETS: Dogs are allowed in certain apartments in DESIGNATED BUILDINGS only. Cats are allowed in all Apartments. A non-refundable \$200 pet fee, per pet, is required along with a completed Pet Application form before the pet is brought into the Apartment. RESIDENT may not keep, board, "baby-sit" or otherwise allow animals or pets to be present in the Apartment under any circumstances or for any period of time whatsoever unless above procedure is followed. Failure to comply with this lease term will result in a **\$100 FINE PER INCIDENT** and/or possible eviction. No animals/pets allowed in Individual Room Lease apartments. Must be on a Joint Lease for pets, ESA's and/or Service Animals.
- C. CONDITION OF APARTMENT**
13. RESIDENT PROMISES: (1) Not to damage or misuse the Apartment or waste the utilities provided by OWNER or allow his/her guests to do so; (2) not to paint or wallpaper Apartment, or make any structural changes in the Apartment without the prior written consent of OWNER; (3) to keep the Apartment clean; (4) to give written notice to OWNER of any necessary repairs to be made; (5) to notify OWNER immediately of any conditions in the Apartment that are dangerous to human health or safety, which may indicate a need for Pest Control, or which may damage the Apartment or waste utilities provided by OWNER; (6) that when RESIDENT moves out, the Apartment will be left in good condition, except for ordinary wear and tear; (7) not to remove any fixtures or furnishings supplied by OWNER without the prior written consent of OWNER; (8) to pay for any damage caused by the intentional or negligent conduct of the RESIDENT or his guests; (9) to maintain the Apartment in compliance with applicable health and safety codes; (10) to assist in keeping the common areas clean and in good condition; (11) **not to have the utilities turned off or transferred until the last day of the Lease**; (12) to cooperate with OWNER'S efforts at Pest Control, this may include among other things, RESIDENT emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminators to enter and treat the Apartment. RESIDENT'S failure to cooperate with the OWNER'S efforts at Pest Control, may result in the termination of this Lease.
14. RESERVATION/DAMAGE DEPOSIT: OWNER may keep all or part of the Reservation/Damage Deposit (1) for damage and/or cleaning charges including paint to the Apartment and common areas beyond ordinary wear and tear and (2) for rent or other money owed to OWNER. (Other charges owed are due immediately upon their inception.) (3) The Reservation/Damage Deposit will be forfeited on a cancelled New Lease, a cancelled Renewal Lease or cancelled Property Transfer Lease.
15. DESTROYED OR UNLIVABLE APARTMENT: If the Apartment is destroyed or damaged so it is unfit to live in due to any cause, OWNER may cancel this Lease immediately and may choose not to rebuild or restore the Apartment. If the destruction or damage was not RESIDENT'S fault and OWNER cancels this Lease, rent shall be pro-rated and the balance will be refunded to RESIDENT.
16. CONDEMNATION: If premises are condemned or under threat of condemnation, this Lease can be terminated. RESIDENT is entitled to prorated rent.
- D. DURATION OF LEASE**
17. FAILURE TO GIVE POSSESSION: If OWNER cannot provide the Apartment to RESIDENT at the start of this Lease, RESIDENT cannot sue OWNER for any resulting damages but RESIDENT will not start paying rent, pro-rated from the date of occupancy, until he gets possession of the Apartment.
18. MOVING OUT BEFORE LEASE ENDS: If RESIDENT moves out of the Apartment before the DATE THIS LEASE ENDS, that is considered a breach of this Lease and RESIDENT is responsible for rent, and any other losses or costs due to the breach, including court costs and attorney's fees.
19. MOVING OUT OF THE APARTMENT: RESIDENT will move out of the Apartment by 12 NOON ON THE LAST DAY OF THIS LEASE. If RESIDENT fails to do so, RESIDENT is liable to OWNER for losses including rent, court costs, attorney's fees, and a \$50.00 per day administrative charge.
20. LEASE EXTENSIONS: All money owed must be paid before a Lease is extended. Rent for 1st month of extension is due when extension is executed.
- E. RIGHTS OF OWNER**
21. EVICTION: If RESIDENT violates any of term of this Lease, OWNER may terminate the Lease immediately and without prior notice. If RESIDENT(s) is evicted or in process of eviction, the RESIDENT cannot live in any other Highland Hills owned apartment. This action will also cancel any future Renewal or Transfer Lease. If the Lease is terminated, but the RESIDENT does not move out immediately, OWNER may bring an eviction action. If RESIDENT violates any term of this Lease but OWNER does not sue or evict RESIDENT, for the term violated, OWNER may sue or evict RESIDENT for any other violation of any term of this Lease. Under state law, a lawful seizure from any apartment of any illegal object or substance, including drugs, constitutes unlawful possession of the Apartment by the RESIDENT, and is grounds for automatic eviction.
22. EVICTION AFTER PARTIAL PAYMENT OF RENT: OWNER and RESIDENT agree that acceptance by OWNER of less than the full amount of rent due from RESIDENT does not waive OWNER'S right to recover possession of the Apartment for nonpayment by RESIDENT of balance of rent owed OWNER.
23. ATTORNEY'S FEES: If OWNER brings any legal action against RESIDENT, RESIDENT must pay OWNER'S actual attorney's fees and court costs even if rent is paid after the legal action is started.
24. OWNER'S RIGHT TO ENTER: OWNER and its authorized agents may enter the Apartment at any reasonable time to inspect, improve, maintain or repair the Apartment, or do other necessary work, or to show the Apartment to potential new RESIDENT or buyer.
25. OWNER'S LEGAL RIGHTS AND REMEDIES: OWNER may use its legal rights and remedies in any combination. By using one or more of these rights OWNER does not give up any other right or remedy it may have. Acceptance of rent does not waive OWNER'S right to evict RESIDENT for any past or existing violation of any term of this Lease.
26. LEASE IS SUBJECT TO MORTGAGE: The Apartment building may be mortgaged or may be subject to contract for deed. RESIDENT agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to RESIDENT'S rights. For example, if a mortgage on the Apartment building is foreclosed, the person who forecloses on the Apartment building may, at his option, terminate RESIDENT'S lease.
- F. LIABILITY OF RESIDENT AND OWNER**
27. DAMAGE OR INJURY TO RESIDENT OR HIS PROPERTY: OWNER is not responsible for any damage or injury that is done to RESIDENT, or his property, guests or their property that was not caused by OWNER. Owner is not responsible for loss of food or food spoilage as a result of refrigerator failure or power outage causing refrigerator failure. OWNER recommends that RESIDENT obtain Renter's insurance to protect against injuries or property damage.
28. ACTS OF THIRD PARTIES: OWNER is not responsible for any damages, injury or harm caused by third parties not under OWNER'S control.
29. RESIDENT SHALL REIMBURSE OWNER FOR: (1) any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by RESIDENT, his agents, family or guests; (2) any loss or damage caused by doors or windows being left open; (3) all costs OWNER has because of abandonment of the Apartment or other violation of the Lease by RESIDENT such as costs for advertising the Apartment; (4) all court costs and attorney's fees OWNER has in any suit for eviction, unpaid rent, or any other debt or charge; (5) other fines, administrative costs, or charges as provided in the Lease or Resident Handbook.
30. WHEN PAYMENTS ARE DUE: Money owed by RESIDENT is due when OWNER asks for it. OWNER does not give up its right to any money owed by RESIDENT because of OWNER'S failure or delay in asking for payment. OWNER may ask for money owed by RESIDENT before or after RESIDENT moves out .
- G. MISCELLANEOUS**
31. FALSE OR MISLEADING RENTAL APPLICATION: If OWNER determines that any oral or written statements made by RESIDENT in the rental application or otherwise are not true or complete in any way, then RESIDENT has violated this Lease and may be evicted.
32. RESIDENT HANDBOOK AND ATTACHMENTS ARE PART OF LEASE; NO ORAL AGREEMENTS: Any attachment to this Lease is a part of this Lease. If a term of any attachment conflicts with any term of this Lease, the attachment term will be controlling. OWNER'S Resident Handbook is a part of this Lease, and OWNER may make reasonable changes in the Handbook at any time by giving RESIDENT written notice. No oral agreements have been made. This Lease and its attachments and any other written agreements are the entire agreement between RESIDENT and OWNER.
33. NOTICES: RESIDENT agrees that notices and demands delivered by OWNER to the Apartment are proper notice to RESIDENT and are effective upon delivery.
34. ADDITIONAL SERVICE CHARGES: Service charges representing added administrative costs to OWNER as a result of violation(s) of Section B, paragraph 11 and/or Section C, paragraph 15 are chargeable to the RESIDENT at the sole discretion of OWNER.
35. REFUSAL OF SERVICE BY PUBLIC UTILITY: If any RESIDENT is refused service by a public utility for service that the RESIDENT is responsible for RESIDENT has violated this Lease and may be evicted.
36. ANNUAL PARKING PERMIT; VEHICLE AND BICYCLE: To obtain a parking permit RESIDENT must provide (1) proof of ownership of RESIDENT'S vehicle, (title or registration or bill of sale) (2) proof of current auto insurance, and (3) RESIDENT'S driver's license. The vehicle title/registration must be in RESIDENT'S name or RESIDENT'S parents' or guardian's name. Parking permits are for RESIDENTS only. RESIDENT agrees to return the parking permit on or before the Lease ending date. RESIDENT agrees to pay \$50 charge for failure to return permit on or before the lease ending date. If RESIDENT loses RESIDENT'S parking permit, RESIDENT agrees to pay a \$50 replacement charge. All bicycles parked on the property must have a current bike permit (renew annually).
37. SNOW EMERGENCY: OWNER reserves the right to schedule Snow Emergency Removal or Parking Lot maintenance at anytime. OWNER will try to provide a minimum of a 12-hour notice. RESIDENT must move their vehicle according to the notice instructions provided. **RESIDENT is responsible for their vehicle at all times including when RESIDENT is absent for an extended period of time. RESIDENT must make arrangements to have their vehicle moved, as needed, during their absence. Parking on OWNER'S property** may not be available and **is not guaranteed** at all times, including during Snow Emergency Removal or Parking Lot Maintenance. If necessary RESIDENT must park off property until plowing and/or maintenance is completed.
38. ILLEGAL PARKING: A vehicle parked illegally will be towed at the expense of RESIDENT or other person responsible for the vehicle. Illegal parking includes, but is not limited to, parking in roadways, in fire lanes, on grass, on sidewalks, or blocking other vehicles. Vehicles with a valid parking permit properly displayed will be towed on the property. Vehicles without a valid parking permit will be towed off site.
39. GUEST PARKING: Guest's must display a Guest Permit in their vehicle Monday - Friday, 9 A.M. - 5 P.M. and must park in the Guest Parking Lot at all times. Guest Parking is at the OWNER'S discretion and may be limited or refused.
40. WE DO NOT ALLOW mixed genders in Individual Room Lease apartments. Mixed gender apartments must be on a Joint Lease.