

St. Gabriel Apartments 115 W 3rd Street Argyle, MN 56713

Landlord and tenant agree to the following terms of this lease.

Tenant (List all persons who will occupy the premises):

Landlord: Fuzzy Wildopilus, LLC 13878 W Hartford Dr Boise, ID 83713
Premises: St Gabriel Apartments, 115 W 3rd St Argyle, MN 56713

Apartment Number

Lease Term

Starting Date _____ - _____ - _____

Ending Date _____ - _____ - _____

Monthly Rent

Service Charge

Security Deposit

Notice to vacate period

Utilities included in rent
Water
Sewer
Trash

Utilities paid for by tenant
Electricity
✓ Phone
✓ Internet
✓ TV

*Contact OtterTail Power Company to start service. 1-800-257-4044
Any unpaid electric bills will be added to your rent payment.*

The name and address of the person authorized to manage the premises and to accept service of process and receive and give receipts for notices and demands:

Property Manager:
Tony Safranski Argyle, MN 56713

Maintenance and other requests or questions may be made at:
StGabrielApartments.com
218-380-9262 (call or text)

GENERAL TERMS

1. **RENT:** Tenant agrees to pay landlord the full monthly rent in advance on or before the _____ day of every month during the term of this lease in accordance with the instructions from the property manager. Rent should be deposited in the collection box in the lobby or online at stgabrielapartments.com/pay.html.
2. **UTILITIES AND SERVICES:** Tenant agrees to promptly pay all bills for utilities and services that tenant is responsible for on the premises. Tenant agrees not to waste or abuse any utilities or services furnished by landlord, or permit guests or others to do so.
3. **SERVICE CHARGE AND RETURNED CHECK FEE:** Tenant agrees to pay as additional rent the service charge stated above for (1) each rental payment not received by the property manager prior to the 5th day of the month, and (2) each check returned by tenant's bank for any reason.
4. **SECURITY DEPOSIT:** The security deposit is paid by the tenant as security for the performance of the provisions of this lease. The security deposit may not be applied by tenant as rent, and the full monthly rent will be paid on or before the 1st day of every month including the last month of occupancy. The security deposit will be returned to the tenant following the satisfactory termination of this lease. If tenant breaches any of the terms of this lease, landlord may apply the security deposit toward any loss, damage, or expense caused by such breach. Tenant's liability shall not be limited to the amount of the security deposit and its use by landlord shall be in addition to any other remedy available to landlord. Any part of the security deposit used to cure a default by tenant shall be promptly redeposited by tenant upon demand.
5. **OCCUPANCY AND USE:** No persons other than those listed above as tenants (and any children born or adopted during the term) may occupy the premises without the prior written consent of the landlord. The premises and utilities may be used only for ordinary residential purposes.
6. **RESPONSIBILITY FOR RENT:** Tenant is responsible for paying the rent and all other money due landlord under this lease or as a result of any breach of the lease, and each tenant is individually responsible for paying the amount of such debts, not just a proportionate share.
7. **TENANT RESPONSIBILITIES:** Tenant agrees to the following provisions:
 - a. Not to damage or misuse the premises, or allow tenant's guest or other to do so.
 - b. Not to make any alteration, additions, or improvements (including painting or wallpapering) on the premises, or remove any fixtures or appliances, or change the existing lock on the premises, or drive nails, screws or other objects into or otherwise deface the walls, ceilings, woodwork, or floors in the premises.
 - c. To continuously occupy the premises and keep it clean and neat.
 - d. Not to permit any loud, boisterous, unruly or thoughtless conduct on the premises so as to disturb the rights of others to peace and quiet.
 - e. To use the premises only as a private residence, and not in any way that is unlawful or dangerous or which would cause a cancellation, restriction or increase in the landlord's insurance premium for the premises.
 - f. Not to use or store on or near the premises any flammable or explosive substance.
 - g. To promptly notify landlord in writing of any conditions on the premises which requires repair, is dangerous to the health or safety of tenant or others, or which may do damage to the premises or waste any utilities.
 - h. To promptly pay all rent, service charges or other amounts when due and not to withhold rent for any cause.
 - i. Not to use or occupy the premises (or permit any use) contrary to any applicable statute, rule, ordinance, order or regulation and to fully comply with all of the same. Reasonable use of small nails (but not tape or adhesives) in the wall is permitted to hang pictures and decorations.
 - j. At least annually and at the termination of the lease, provide proof to the property manager that the carpets have been professionally cleaned by vendor approved by the property manager. The tenant will incur the cost of the carpet cleaning.
8. **PETS:** Tenants may not have any animals or pets of any kind on the premises without the written consent of the landlord or property manager.
9. **WATERBEDS:** Tenant agrees not to keep or permit waterbeds or any other water-filled furniture on the premises without the prior consent of the landlord.

10. INITIAL CONDITION: Tenant acknowledges having fully examined the premises and agrees that they are now satisfactory and clean. Tenant is renting the premises as is and without any obligation by the landlord to make any alterations, improvements, or repairs on the premises during the lease term.
11. RIGHT TO ENTER: Landlord and landlord's authorized agents may enter the premises on reasonable notice at any reasonable time to inspect the premises or make repairs or to show the premises to prospective new tenant or purchasers.
12. DAMAGE OR INJURY: Landlord and landlord's agents are not responsible for any damage or injury that is done to tenant, tenant's property, or to tenant's guests or their property from any incident or situation not caused by the willful or negligent conduct of the landlord and tenant waives any such claims (including the right of subrogation). The tenant shall not be entitled to any reduction in rent for any such damage. Landlord is not responsible for the actions or for any damages, injury, or harm caused by such actions, of third parties. Third parties include, but are not limited to neighbors, guests, intruders, or trespassers or others who are not under landlord's control. Landlord and landlord's agents are not responsible for; and tenant shall not be entitled to any reduction in rent, for any damage or injury due to interruption or malfunction of heat, cooling, utilities or any other service for any reason, or from the malfunction of appliances or equipment. Any such interruption shall not be deemed an eviction nor grounds for abatement of rent, nor relieve tenant from any obligation under this lease. Landlord may reduce the quantity and quality of any utility or other service and impose such regulations as landlord deems necessary to conserve energy. Landlord requires that tenant obtain renter's insurance to include coverage for liability and property damage.
13. POSSESSION: If due to causes beyond the landlord's control, including but not limited to the holding over of a previous tenant, landlord is unable to give possession of the premises to tenant on the date promised, landlord shall not be subject to any liability for this failure to give possession. However, tenant does not have to start paying rent until tenant has possession of the premises.
14. SUBLETTING: Tenant will not sublet the premises or any part of it, nor assign this lease without the prior written consent of the landlord. Landlord's consent to any assignment will not relieve tenant from liability for the full performance of this lease for the balance or the lease term.
15. ABANDONMENT OR SURRENDER: Tenant understand that tenant is responsible for paying the full rent each month during the term of this lease and any extension or renewals. Tenant is responsible for all loss of rent or any other losses or costs caused by tenant's premature abandonment or surrender of the premises. No surrender of the premises will be considered accepted by landlord without the written consent of the landlord.
16. REIMBURSEMENT BY TENANT: Tenant agrees to reimburse landlord promptly for any loss, damage, or cost of repairs or service (including plumbing trouble, damage from window or doors left open, or water damage) caused my negligence or improper use by tenant, tenant's agents, family, or guests. Tenant agrees to pay all costs incurred by landlord incidental to any abandonment of the premises or other breach of this lease by tenant, such as costs incurred in attempting to rent the premises, including advertising and other costs. If landlord prevails in any suit for eviction, unpaid rent or any other debt or charge, tenant agrees to pay all court costs and attorneys' fees incurred by landlord. These reimbursements are due when landlord or its representative makes demand on tenant. Landlord's failure or delay in demanding any of these reimbursements, service or returned check charges, or other sums due from tenant shall not be deemed a waiver; and landlord may demand them at any time, whether before or after tenant vacates the premises.
17. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE: At the end of its initial term, this lease will convert into a month-to-month tenancy under its original terms unless either landlord or tenant gives written notice of termination at least equal to the notice period indicated in the heading of this lease prior to the ending date. Landlord may change the terms of the tenancy, including the amount of rent, commencing with the first month following the ending date by giving written notice of the change at least equal to the notice period indicated in the heading of this lease prior to the ending date.
18. TERMINATION AND ALTERATION OF TERMS OF MONTH-TO-MONTH LEASE: If this lease is for a term of month-to-month, whether by its original terms or after conversion from a fixed term lease, landlord and tenant agree that the notice required for either party to terminate the lease shall be in writing and at least equal to the notice period indicated in the heading of the lease. Notice to terminate must be given so as to be effective on the last day of a month. Landlord may change any of the terms, including the amount of rent, of a month-to-month lease by giving tenant written notice at least equal to the notice period indicated in the heading of this lease.

19. VACATING: Tenant agrees to vacate the premises on or before 12:00 noon on the termination date of this lease or any renewal or extension as provided in this lease. If tenant fails to vacate on or before the required date and time, tenant shall be liable to landlord for any and all losses incurred by landlord, such as loss of rent, court costs, and attorney's fees. Upon vacating tenant agrees to the following:

- a. To leave the premises in as good condition as on the starting date except for ordinary wear and tear.
- b. To thoroughly clean the premises and all appliances and fixtures.
- c. Ensure carpets are professionally cleaned by a vendor approved by the property manager and provide a receipt to the property manager.
- d. To return all door, garage, and mailbox keys.

20. UNTENANTABLE PREMISES: If the premises are destroyed or so damaged as to be unfit for occupancy due to fire, the elements, or any other cause, landlord may elect to terminate this lease immediately by giving tenant written notice. The landlord has no requirement or obligation to restore the premises. If the destruction or damage was not caused by tenant's willful or negligent act, the rent shall be prorated and any balance will be refunded to the tenant upon termination of this lease.

21. EVICTION: If tenant materially violates any of the terms of this lease, tenant may be evicted immediately and without prior notice. In the event that tenant does not vacate voluntarily upon eviction, landlord may commence a legal eviction action. If landlord excuses a specific violation of a particular section of this lease by tenant and thereby waives the right of eviction, such waiver is not deemed to be a waiver regarding any subsequent similar violation of any other section of the lease. If tenant is evicted by landlord due to breach of this lease, whether or not a court order is obtained to enforce the eviction, tenant agrees to continue paying the full amount of the rent and all other sums due under this lease for the full remaining time unless landlord terminates this lease by written notice to tenant. No re-entry or re-renting of the premises shall relieve tenant of tenant's obligation under this lease unless the lease is terminated by landlord in writing. Landlord may exercise any or all of its legal rights and remedies in any combination at its option. The use of one or more of these rights and remedies shall not exclude or waive the use of any other.

22. SUBORDINATION: This lease is subject to all present or future mortgages or trust deed affecting the premises and tenant hereby appoints landlord as attorney-in-fact to execute and deliver all necessary document to subordinate this lease to any present or future mortgage or trust deed.

23. RENTAL APPLICATION: This lease is entered into by landlord based upon oral and/or written statements made by tenant at the time of the rental application. If landlord determines that any of tenant's statements are untrue or incomplete in any material way, then this lease shall be considered breached, and landlord shall have the right, at its discretion, to evict tenant immediately and without prior notice.

24. INTERPRETATION: Paragraph headings have been inserted for convenience only and shall not be construed to modify the meanings of provisions of this lease. Where appropriate, singular terms include the plural and pronouns of one gender include any gender. Except as otherwise provided in this lease, all agreements shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties. However, should landlord sell or otherwise transfer the premises, landlord shall be relieved of all further responsibility under this lease, and the responsibilities shall then be the responsibility of landlord's transferee. Any attachments to this lease are hereby made a part of this lease. This lease, with its attachments, constitutes the entire agreement between landlord and tenant, and may not be modified except in writing signed by the parties. No representations or agreement have been made or authorized except as expressly set forth in this lease.

25. NOTICES: Any notice or communication under this lease shall be deemed given if in writing and delivered personally or mailed by U.S. certified or registered mail, postage paid, return receipt requested; addressed to tenant at the premises or to landlord at the landlord's or property manager's address, or at such other address as either party hereafter designates by written notice. Any notice given to one tenant constitutes proper notice to all tenants.

26. RULES AND REGULATIONS: Tenant agrees to comply with any rule attached to this lease and reasonable rules or rule changes made by landlord at any time during the lease term. Landlord shall give written notice of any such rules to tenant. Violation of such rules by tenant or tenant's guests shall be a breach of this lease and grounds for eviction.

27. ADDITIONAL AGREEMENTS: Tenant agrees not to smoke or allow guests to smoke inside the property.

By signing this lease, the parties agree to the above terms.

Landlord or representative:

Tenant(s):

Signature Date

Signature Date

Signature Date

Signature Date

As a co-signer of this lease, I/we agree to and accept all responsibilities and terms of this lease.

Signature Date