



Lease Number:

UNIVERSITY OF MINNESOTA  
PILLSBURY COURT  
RESIDENTIAL LEASE

**THIS RESIDENTIAL LEASE** (the “**Lease**”) is entered into effective as of the date of last signature below (the “**Effective Date**”) by and between Regents of the University of Minnesota, a Minnesota constitutional corporation, through its (the “**University**”) and (singularly or collectively, the “**Tenant**” or “**you**”). If there is more than one tenant, each tenant’s liability is joint and several, i.e., each tenant is responsible for all money due to University and for performing each and every obligation in this Lease, not just a proportionate share.

**1. Townhouse.** University agrees to lease to you the following:

1.1 The townhouse at Pillsbury Court Faculty Housing having an address of , in the City of Minneapolis, County of Hennepin, State of Minnesota (the “**Townhouse**”). Each adult living in the Townhouse must sign this Lease as a tenant. Only you and members of your immediate family may reside in the Townhouse.

1.2 Lease of the Townhouse includes the right to park in the shared parking lots accessible from 10<sup>th</sup> and 11<sup>th</sup> Avenues and shared use of outdoor areas designated from time to time by University for the general non-exclusive use by residents and tenants of Pillsbury Court Faculty Housing (the “**Common Areas**”). During such time as the patios are part of the designated outdoor Common Areas, Tenant shall have exclusive use of the patio located adjacent to and accessible from the Townhouse.

1.3 The following appliances are included in the Townhouse: (a) refrigerator; (b) kitchen stove; (c) clothes washer; (d) clothes dryer; and (e) other: .

1.4 You agree that when you signed this Lease, you did not rely on anything said by University about the physical condition of the Townhouse or on any promises as to what would be done, unless what was said or promised has been agreed to in a writing signed by both you and University. You have inspected the Townhouse, completed the Townhouse Unit Condition Form, found the Townhouse to be in good order and repair and, unless University agrees in writing to make the repairs noted on the Townhouse Unit Condition Form, you accept the Townhouse in its present condition “as is.” Taking possession of the Townhouse is conclusive evidence that the Townhouse was in satisfactory condition at the time you took possession.

**2. Length of Lease.**

2.1 This Lease begins on (the “**Commencement Date**”) and continues until (the “**Expiration Date**”). You must notify University in writing at least 60 days prior to the Expiration Date regardless of whether you desire to continue leasing the Townhouse after the

Expiration Date or move out on or before the Expiration Date. Either you or University may end the Lease for any reason at any time (even prior to the Expiration Date) by giving the other party 60 days written notice, and the Lease shall then expire on the date stated in the written notice which is at least 60 days but not more than ninety (90) days after the date of the notice.

2.2 If you do not do everything you agree to do in this Lease, University may end the Lease in accordance with Section 15.

2.3 University is not liable if it fails to give you possession of the Townhouse on the Commencement Date. Rent will be payable as of the date possession is available.

### **3. Rent.**

3.1 **Base Rent.** Your annual base rent for the Townhouse is \$ .00 to be paid in advance in monthly installments of \$ .00 each. You must pay the base rent to University in advance, on or before the first (1<sup>st</sup>) day of each month, without deduction, counterclaim, or set-off, at the location set forth in Section 16 or at another place that University may designate in writing from time-to-time. University reserves the right to adjust base rent at any time during the term upon 60 days prior written notice. In accordance with Minnesota Statutes §504B.161, Subd. 2, the base rent reflects a credit in the amount of \$ .00, which is the value of the following services you agree to perform during the term of the Lease:

3.2 **Additional Rent.** You may be required to pay other charges to University under this Lease, including but not limited to the cost of repairs under Section 9 and late fees under Section 3.3. These additional amounts due are called “additional rent.” Additional rent is due at the time the next monthly installment of base rent is due. If you fail to pay additional rent on time, the University shall have the same rights against you as if you failed to pay base rent.

3.3 **Late Payment.** If you fail to make a payment within five (5) business days after the payment is due, you must pay a late payment fee of \$30.00. You must pay a fee of \$30.00 for all checks returned by the bank due to insufficient funds, account closed, or for any other reason.

3.4 **Rent.** Base rent and additional rent are referred to in this Lease as rent. Rent is considered to have been paid when University actually receives it.

**4. Damage to Townhouse.** University may charge for damage to the Townhouse caused by you or the person(s) residing there with you or visiting you. Except for repairs covered by Section 9.3, all damages will be assessed at the time of move out, and you will be financially responsible to pay the costs to restore the Townhouse to the original condition indicated in the Townhouse Unit Condition Form.

**5. Use.**

5.1 The Townhouse, utilities, and services may only be used for single-family residential purposes. No other use is permitted without the prior written consent of University, which may be withheld or conditioned in University's sole discretion. Eligibility to reside at Pillsbury Court is determined solely by University. You must maintain eligibility for the duration of your residency in Pillsbury Court.

5.2 You shall use and maintain the Townhouse in compliance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, and directives (including University building codes) and all University policies, rules and ordinances, including the University's no-smoking and handgun policies.

5.3 You may store and use at the Townhouse routine household agents only, and shall not store or use at the Townhouse any article or object of a dangerous, flammable, or explosive character.

5.4 No dog, cat, or other animal may be kept at the Townhouse, except for the following: (i) service animals; (ii) medically required support animals that are registered with University's Office of Disabilities Services; and (iii) fish in aquariums of ten (10) gallons or less. You must comply with University policies and procedures that apply to animals in the Townhouse. You are responsible for the cost of repairs for any damage to the Townhouse caused by your animals.

5.5 Waterbeds are not permitted in the Townhouse.

**6. Utilities, Services.**

6.1 You will timely pay for electricity, natural gas, telephone, cable and internet services directly to the provider of those utilities or services. All other utilities and utility-type services that serve the Townhouse, including water/sewer and garbage removal, will be paid by University. You shall not waste any utilities.

6.2. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless the rent reduction is required by law.

**7. Taxes.** All real estate taxes or payments in lieu of taxes that apply to the Townhouse are payable by University and are included in your rent.

**8. Alterations.**

8.1 You cannot make decorations, changes or improvements to the Townhouse, including but not limited to wallpapering, painting or removing or exchanging appliances in the Townhouse without the prior written consent of University in each instance, which consent

University may withhold, delay or condition in its sole discretion. You must comply with the Pillsbury Court Resident Handbook regarding decorating the Townhouse.

## **9. Care of the Townhouse; Repairs.**

9.1 You, at your expense, shall keep the Townhouse, including all appliances, in a good, safe working condition, and neat and clean in appearance.

9.2 You shall immediately notify University of any damage to the Townhouse or any condition that might cause damage or waste to the Townhouse or utilities serving the Townhouse. You shall not undertake repairs yourself or arrange yourself to have repairs done. Any repairs made to the Townhouse must be made by University.

9.3 You shall pay for the cost of any repairs to the Townhouse where the damage is the result of your negligence or carelessness (including but not limited to plumbing problems and damage from rain through open windows) or that of others allowed at the Townhouse by you. The provisions in this Section 9.3 will survive lease termination or expiration.

## **10. Surrender of Townhouse; Holdover.**

10.1 Surrender. When the Lease ends, you shall move out of the Townhouse by following the procedures in the Pillsbury Court Resident Handbook. You must surrender the Townhouse to University in at least as good condition as existed on the Commencement Date, excepting normal wear and tear. You are responsible for the costs to repair any damage caused by your removal of personal property. Any personal property remaining in the Townhouse after the Lease ends will be considered abandoned and University may remove and dispose of it without liability to you or others and charge you for the cost of removal and disposal, which will be due upon demand.

10.3 Survival. The provisions in this Section will survive Lease termination or expiration.

## **11. Townhouse' Damaged or Destroyed.**

11.1 If through no fault or neglect of your own or of your guest(s) or invitee(s) (i) the entire Townhouse is destroyed or (ii) a portion of the Townhouse is damaged or destroyed rendering the Townhouse uninhabitable, this Lease will terminate effective on the date of damage and rent will be prorated as of the date of damage. If a portion of Townhouse is damaged or destroyed, but the Townhouse is not rendered uninhabitable, University may terminate this Lease by giving to you written notice within ten (10) days after the damage and rent will be prorated as of the date of damage. If this Lease is not terminated, the Lease will continue in full force and effect and University shall with reasonable diligence repair the damage; provided, however, that University shall not be required to spend more for repairs than the insurance proceeds it receives. Rent during the restoration period will abate for any portion of the

Townhouse that is unfit for your use and occupancy, unless the damage or destruction was caused by you or your guests or invitees.

11.2 If the Townhouse is damaged or destroyed through your fault or neglect or your guest's or invitee's fault or neglect or as a result of a violation of any term of this Lease or University policy, including the no-smoking or pets policies, University may end this Lease immediately by giving you written notice within ten (10) days after University receives notice of the damage or destruction. You are responsible for the cost of repair of such damage or destruction.

**12. University's Reserved Rights.** University has the right to enter the Townhouse for any reasonable purpose, including, without limitation, for inspecting, making repairs, and showings to prospective tenants. In all situations other than an emergency, University shall make a good faith attempt to provide to you advance notice of its intent to enter. If you do not receive advance notice, University shall leave written notice of entry in a conspicuous place in the Townhouse. You acknowledge and agree that your submission of an Electronic Work Order Request Form authorizes University to enter the Townhouse for the purpose of making repairs requested by you and serves as University's notice of entry as required under Minnesota Stat. §504B.211.

**13. Promises.**

13.1 Your Promises. In addition to the covenants and obligations provided elsewhere in this Lease, you agree to the following:

13.1.1 You shall provide to University your cellular telephone number and e-mail address within two (2) days after service is started or if either changes during the term.

13.1.2 You shall not add or change locks.

13.2 University's Promises.

13.2.1 University promises that the Townhouse and all Common Areas, if any, are fit for residential use. University shall have the right upon reasonable notice to close or restrict use of the Common Areas (including patios) for maintenance, repair and/or improvements, provided such closure does not unreasonably interfere with Tenant's access to and use of the Townhouse.

13.2.2 University promises to keep the structural portions of the Townhouse and building systems in reasonable repair and in compliance with codes during the Lease term unless they are damaged or destroyed through your fault or neglect or your invitees' or guests' fault or negligence.

**14. Indemnification; Release.**

14.1 Indemnification. You are responsible for all acts or neglect of you, your immediate family, guests and/or invitees. You shall indemnify, defend, and hold harmless University from and against any and all claims, loss, liability or damage arising out of or related to use or occupancy of the Townhouse by you, your immediate family, and/or your guests and invitees.

14.2 Release for Property Damage or Loss. You agree that University is not responsible for any loss of or damage to your property. You may obtain renter's insurance.

14.3 Survival. The provisions in this Section will survive Lease termination or expiration.

**15. Default; Remedies; No Waiver.**

15.1 If you fail to pay rent or carry out any agreement or provision of this Lease, you are in default.

15.2 If you fail to cure a default within ten (10) days after notice from University, University in addition to all other remedies provided at law or in equity may do any of the following without further notice or demand:

15.2.1 Terminate this Lease and all of your rights under it.

15.2.2 Demand in writing that you immediately give up possession of the Townhouse. If you do not give up possession, University may bring an eviction action (unlawful detainer action) and enter upon and repossess the Townhouse and remove you and all other persons and property therefrom.

15.2.3 Bring an eviction action (unlawful detainer action) immediately.

15.2.4 Cure any default that can be cured by the expenditure of money and charge you for all costs incurred by University, which costs will be payable as additional rent.

15.3 Once you are out of the Townhouse, University may (but shall not be obligated to) re-rent to a new tenant at a lower or higher rent than the rent in this Lease. Whether the Townhouse is re-rented or not, you must pay to University upon demand as damages:

15.3.1 Unpaid rent through the date of termination.

15.3.2 Unpaid rent through the balance of the term.

15.3.3 The difference between the rent in this Lease and the amount, if any, of the rents collected in any later Lease for what would have been the remaining period of this Lease.

15.3.4 University's costs and/or expenses including but not limited to attorney's fees and costs for recovering possession of the Townhouse and putting them in good condition for re-rental.

15.4 Except as otherwise expressly provided in this Lease, the rights and remedies given to University are cumulative, and the exercise of any one remedy will not operate to bar the exercise of any other rights reserved to University under this Lease or given to University by law. University's failure or delay in demanding payments or performance is not a waiver.

15.5 University shall not be liable for damages or otherwise by reason of termination of this Lease, re-entry and repossession, or reletting of the Townhouse.

15.6. No termination of this Lease pursuant to Section 15.2.1 or repossession of the Townhouse pursuant to Section 15.2.2 or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession.

**16. Miscellaneous.**

16.1 Assignment, Subletting of Lease. You shall not assign or sublet this Lease without the prior written consent of University, which may be withheld, delayed or conditioned in University's sole discretion.

16.2 Notices.

16.2.1 A notice or demand delivered to one Tenant is notice to all Tenants.

16.2.2 All notices, requests, and other communications that a party is required or elects to deliver will be in writing and will be delivered personally, or by electronic mail, or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

*If to University:*

Housing & Residential Life  
Comstock Hall-East  
210 Delaware Street S.E.  
Minneapolis MN 55455  
Email: [housing@umn.edu](mailto:housing@umn.edu)

*With a copy of any notices of default to:*

University of Minnesota  
Office of the General Counsel  
Attn: Transactional Law Services  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
Facsimile No.: (612) 626-9624  
E-mail: [contracts@mail.ogc.umn.edu](mailto:contracts@mail.ogc.umn.edu)

*If to Tenant(s):*

Phone No.:  
E-mail:

16.3 Site Manager. University's site manager for the Townhouse is \_\_\_\_\_ who can be reached at \_\_\_\_\_.

16.4 Lead Paint Warning. Pillsbury Court Faculty Housing was built before 1978. Housing built before 1978 may contain lead paint. Lead from paint, paint chips, and dust can pose health hazards if not properly managed, especially to children and pregnant women. University makes no representations or warranties as to the presence or absence of lead paint on the Townhouse.

16.5 Amendment. University and Tenant may change the terms of this Lease in writing only. This Lease cannot be changed orally. Requests for Lease extensions must be in writing and are subject to University approval.

16.6 Entire Agreement. This Lease (including all addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Lease cancels, supersedes, and revokes all prior negotiations, representations, and agreements among the parties, whether oral or written, relating to the subject matter of this Lease.

**17. Additional Terms.** All rules, regulations, policies, and qualifications for residency at Pillsbury Court contained in the Pillsbury Court Resident Handbook, as amended from time to time, are hereby incorporated into this Lease. The Pillsbury Court Resident Handbook can be found at \_\_\_\_\_. University will provide a printed copy of the Pillsbury Court Resident Handbook upon request.



University and Tenant agree to the terms of this Lease.

**Regents of the University of Minnesota**

**Tenant**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

**Tenant**

By: \_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

By signing below, you acknowledge receipt of a copy of this Lease and receipt of a copy of the federally approved pamphlet on lead poisoning prevention.

Tenant Signature: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_