

University of Minnesota West Bank Townhouses Residential Lease

Apartment Address: ADDRESS

Tenant Name(s): NAME(S)

Total Monthly Payment: \$ AMOUNT Base Rent to University includes water/sewer and garbage removal; Tenant pays utility provider directly for electricity, natural gas, telephone, cable, and internet.

University of Minnesota
West Bank Townhouses
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 Department of Housing & Residential Life (“**University**”) and TENANT NAME(S) (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. Eligible Tenants. Only actively enrolled students at the University of Minnesota are eligible to reside in the West Bank Townhouses. Eligibility is determined solely by University. Each adult (an individual 18 years of age or older) living in the Townhouse must sign this Lease as a Tenant. The maximum number of eligible Tenants in each townhouse is two (2). Each individual Tenant must maintain eligibility for the duration of their residency. Notwithstanding the provisions in Section 3.1 below, this Lease will terminate with respect to a Tenant who loses their eligibility following University’s notice of termination to Tenant, which must be provided at least 60 days prior to the termination date specified in the notice. If there is an additional remaining Tenant who maintains eligibility, this Lease will continue with such remaining Tenant, unless said Tenant elects to terminate the Lease in accordance with Section 3.1 below.

2. Townhouse. University agrees to lease to you the following:

2.1 The townhouse with an address of ADDRESS, in the City of Minneapolis, County of Hennepin, State of Minnesota (the “**Townhouse**”). This Lease begins on START DATE (the “**Commencement Date**”) and continues until END DATE (the “**Expiration Date**”).

2.2 The following appliances are included in the Townhouse: (a) refrigerator; (b) kitchen stove; (c) clothes washer; and (d) clothes dryer. No other furnishings are included. The basement is not to be used as a bedroom. At no time are a bed, mattress, or other sleeping surfaces to be set up for use in the basement.

2.3 You agree that when you signed this Lease, University promised a unit in working condition that is not brand new, and as such will have a small amount of wear and tear. University makes no promises as to what work or repairs will be done to the Townhouse unless what was said or promised has been agreed to in writing. Within 14 days after taking possession of the Townhouse, you agree to inspect the Townhouse, which may occur pursuant to your move-in meeting with University's property coordinator, complete the Townhouse Unit Condition Form, and notify the University of any damage or deficiencies found in the Townhouse. You accept the Townhouse in its present condition "as is," subject to any repairs noted on the Townhouse Unit Condition Form that University agrees to make in writing. Taking possession of the Townhouse without timely completion of the Townhouse Unit Condition Form is conclusive evidence that the Townhouse was in satisfactory condition at the time you took possession.

3. Length of Lease.

3.1 This Lease begins on the Commencement Date and continues until the Expiration Date, as defined in Section 2.1 above. Either you or University may end the Lease for any reason at the end of an academic semester on December 30, May 31, or August 15 (as applicable, the "Termination Date") by giving the other party at least 60 days' written notice prior to the Termination Date. The Lease shall then expire on the end-of-semester Termination Date stated in the written notice, provided the notice has been given at least 60 days prior to the Termination Date. You agree to move out of the Townhouse no later than the Termination Date.

3.2 If you do not do everything you agree to do in this Lease, University may end the Lease in accordance with Section 16.

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

4. Rent.

4.1 Base Rent. Your annual base rent for the Townhouse is \$ ANNUAL AMOUNT to be paid in advance in monthly installments of \$ MONTHLY AMOUNT each. Base rent will be prorated if the term begins after the first of the month or ends before the last of the month or both. You must pay the base rent to University in advance, on or before the first (1st) day of each month, without deduction, counterclaim, or set-off, in accordance with the procedure identified in the West Bank Townhouses Resident Handbook. University reserves the right to adjust base rent at any time during the term upon 60 days' prior written notice.

4.2 Fees You may be required to pay other charges to University under this Lease if you or your guests damage the Townhouse or if you otherwise fail to comply with the provisions of this Lease. These additional amounts due are called "fees." Fees are due at the time the next monthly installment of base rent is due. If you fail to pay fees on time, University shall have the same rights against you as if you failed to pay base rent.

4.3 Rent. Base rent and fees are collectively referred to in this Lease as "rent." Rent is considered to have been paid when University actually receives it.

5. 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 10.3, all damages will be assessed at the time of move out, and you shall be financially responsible to pay the costs to restore the Townhouse to the original condition indicated on the Townhouse Unit Condition Form.

6. Use.

6.1 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.

6.2 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 Smoke and Tobacco Free Campus, Drug Free University, and Possession and Carrying of Weapons policies.

6.3 You agree to review and comply with the policies listed in the West Bank Townhouses Resident Handbook found at housing.umn.edu/west-bank-townhouses/tenant-handbook

6.4 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.

6.5 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.

6.6 Allowing use of the Townhouse by others pursuant to a sublease arrangement or temporary lodging arrangement (such as Airbnb) is strictly prohibited and may result in Lease termination.

7. Utilities, Services.

7.1 You shall 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. Your failure to pay for these utilities that results in service disconnections for gas or electricity may result in Lease termination. At the time of Lease expiration, you shall transfer electricity and natural gas service to the University of Minnesota Housing and Residential Life office, 210 Delaware Ave SE Minneapolis, MN 55455

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

8. 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 base rent.

9. Alterations. You may not 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 West Bank Townhouse Resident Handbook regarding decorating the Townhouse.

10. Care of the Townhouse; Repairs.

10.1 Subject to University's promises in Section 14 below, you, at your expense, shall keep the Townhouse, including all appliances, in a good, safe working condition, and neat and clean in appearance.

10.2 You shall immediately notify University of any damage to the Townhouse, including appliances, or any condition that might cause damage or waste to the Townhouse or utilities serving the Townhouse. Examples include dripping water from a ceiling, mold growth, or fire. You shall not undertake repairs yourself or arrange yourself to have repairs done. Any repairs made to the Townhouse must be made by University.

10.3 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 10 will survive Lease termination or expiration.

10.4 You shall not tamper with, remove, relocate, or destroy the smoke and carbon monoxide alarms in the Townhouse. The smoke alarm will beep once every few seconds if the battery is low. You must immediately notify University of a low battery "beep", or any other issue with the smoke and carbon monoxide alarms in the Townhouse. University is responsible for the maintenance of these alarms.

11. Surrender of Townhouse; Holdover.

11.1 Surrender. When the Lease ends, you shall move out of the Townhouse by following the procedures in the West Bank Townhouse Resident Handbook. You must surrender the Townhouse to University in at least as good condition as noted 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. University will store the property for a limited period in accordance with applicable law, after which time University will dispose of it without liability to you or others and charge you for the cost of storage, removal, and disposal.

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

12. Townhouse Damaged or Destroyed.

12.1 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 base 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 base rent will be prorated as of the date of damage with University having no obligation to relocate you. 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. Base rent during the restoration period will abate for any material portion of the Townhouse that is unfit for your use and occupancy and not promptly repaired, unless the damage or destruction was caused by you or your guests or invitees.

12.2 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 with no obligation to relocate you. You are responsible for the cost of repair of such damage or destruction and for your relocation and living costs.

13. 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 will make a good faith attempt to provide you 24-hour advance notice of its intent to enter. You acknowledge and agree that your submission of a FixIt Request 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.

14. Promises.

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

14.1.1 You shall provide to University your cellular telephone number and e-mail address on or before the Effective Date and promptly following the change of either during the term.

14.1.2 You will not add or change locks.

14.2 University's Promises.

14.2.1 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. As used in this Lease, "**Common Areas**" means outdoor areas for the general non-exclusive use by tenants of West Bank Townhouses.

14.2.2 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.

15. Indemnification; Release.

15.1 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.

15.2 Release for Property Damage or Loss. You agree that University is not responsible for any loss of or damage to any person or property. Insurance carried by University does not cover any of your property or your lost use of the Townhouse. It is your responsibility to obtain renter's insurance to cover damage to personal property or temporary accommodations if your Townhouse is not livable.

15.3 Survival. The provisions in this Section 15 will survive Lease termination or expiration.

16. Default; Remedies; No Waiver.

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

16.2 If you fail to cure a default within ten (10) days after notice from University (provided that a default under Sections 6.6 or 7.1 requires no such notice or cure period, and a default under Section 12.2 requires no cure period), University, in addition to all other remedies provided at law or in equity, may do any of the following without further notice or demand:

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

16.2.2 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.

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

16.2.4 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 rent.

16.2.5 Place a hold on Tenant's student account and freeze Tenant's ability to access transcripts, register for classes, and/or receive Tenant's diploma.

16.3 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 base rent than the base rent in this Lease. Whether the Townhouse is re-rented or not, you must pay to University upon demand as damages:

16.3.1 Unpaid rent through the date of termination.

16.3.2 Unpaid rent through the balance of the term.

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

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

16.4 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.

16.5 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.

16.6. No termination of this Lease pursuant to Section 16.2.1 or repossession of the Townhouse pursuant to Section 16.2.2 or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession.

17. Miscellaneous.

17.1 Assignment, Subletting of Lease. You shall not assign or sublet this Lease.

17.2 Notices.

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

17.2.2 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

With a copy of any notices of default to:

University of Minnesota
Office of the General Counsel
Attn: Transactions Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: ogccontracts@umn.edu

If to Tenant(s):

Name: NAME(S)
Phone No.: PHONE
E-mail: E-MAIL

17.3 Site Manager. University's site manager for the Townhouse is NAME who can be reached at PHONE NUMBER or E-MAIL.

17.4 Lead Paint Warning. West Bank Townhouses were 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.

17.4.1 University knows of the following lead-based paint or lead-based paint hazards on or within the Townhouse: None. As used herein, "knows" or "knowledge" shall be limited to the actual knowledge of University's Coordinator of Housing Properties in its Department of Housing & Residential Life.

17.4.2 University has provided you with the following, which are all records and reports available to University pertaining to lead-based paint or lead-based paint hazards on or in the Townhouse: None.

17.5 Amendment. University and Tenant may change the terms of this Lease in writing only. This Lease cannot be changed orally. If the individuals living in the Townhouse are different than those who have signed below, University must be contacted in writing and all individuals living in the Townhouse must sign a new lease.

17.6 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.

18. Additional Terms. All rules, regulations, policies, and qualifications for residency at West Bank Townhouses contained in the West Bank Townhouses Resident Handbook, as amended from time to time, are hereby incorporated into this Lease. The West Bank Townhouses Resident Handbook can be found at housing.umn.edu/west-bank-townhouses/tenant-handbook. University will provide a printed copy of the West Bank Townhouses Resident Handbook upon request. University will notify you when changes are made to the handbook.

19. Counterparts and Electronic Delivery. This Lease may be signed electronically and in counterparts, each counterpart of which will be deemed an original, and all counterparts together will constitute one Lease. A signed copy of this Lease delivered by email or other means of electronic communication will have the same legal effect as delivery of an original signed copy of this Lease.

Signatures on following page.

University of Minnesota West Bank Townhouses Residential Lease

University and Tenant agree to the terms of this Lease.

By your signature below, you also acknowledge receipt of a copy of this Lease, the records and reports noted in Section 17.4.2 above, if any, and a copy of the EPA pamphlet, Protect Your Family from Lead in Your Home.

Tenant

By: _____

Name: _____

Date: _____

Student ID: _____

Tenant

By: _____

Name: _____

Date: _____

Student ID: _____

Regents of the University of Minnesota

By: _____

Name: _____

Title: _____

Date: _____