

IEI Inc. Management
4780 70th St. N
Glyndon, MN 56547

APARTMENT LEASE (Summit Arms)

The terms in this lease are as entered below:
RESIDENT: (list all persons who will occupy the Apartment) No more than _____ person(s) will occupy the premises.

Street address of Apartment: 1051 N. Summit Avenue

Apartment No. _____ Duration of Lease _____(enter number of months or month-to-month)
Starting Date of Lease _____ Ending Date of Lease (if appropriate) _____

Renewal: Unless either party notifies the other in writing at least 30 days prior to such ending date, this lease shall be automatically renewed for a one month period at the prevailing monthly rental rate.
Monthly Apartment Rent \$_____ Deposit \$_____ Total \$_____ Service Charge \$20 for late rent.

Utilities Included in Rent are: Hot and Cold Water, Sewer, Garbage Pickup, Snow Removal

Utilities Paid Separately By Resident are : Electricity, Telephone, Cable TV Internet

The person authorized to manage these premises is Ted Ellingson, 1051 N Summit Ave #18; Madison, SD 57042; 256-9873
Management (acting as agent for the owner of the premises) and Resident agree to the terms of this lease as written both above and below these signatures, and on any attachments that may be made part of this lease.

(Resident) _____
Management _____ (Resident) _____
Date Signed _____ (Resident) _____

TERMS OF THIS LEASE:

1. OCCUPANCY AND USE: No person other than those listed above as Residents may occupy the Apartment without written approval of the Management. The Apartment and Utilities may be used only for ordinary residential purposes.
2. RENT: Resident agrees to pay Management, at the place or in the method designated by Management, monthly Rent in full on or before the first day of every month in advance, during the Duration of this Lease and any extensions or renewals of this lease. If rent is not paid on the 1st day of the month, a 3-day notice to vacate may be issued. It is agreed that the rent herein is based in part on taxes, special assessments, insurance and utility rate in effect as of this date. In the event that some or any of them are increased during the term of this lease or extension, the rental for the premises may be increased on a prorated basis to equal such increase.
3. SERVICE CHARGE AND RETURNED CHECK FEE: Resident agrees to pay as additional rent the Service Charge stated above with the rent for each late installment of rent when the rent has not been paid by the 1st day of any month. Resident also agrees to pay a fee of \$30 for each check returned because it was not paid by Resident's bank for any reason. A returned check will also forfeit the tenant's right to pay rent by check and will require a money order or cash. Management will not be responsible for any cash left in the drop box for rents.
4. ALL RESIDENTS RESPONSIBLE FOR ALL DEBTS: Residents are responsible for paying the Rent and any other money due to the Management under this Lease or as a result of any breach of this Lease, and each and every resident is individually responsible for paying the full amount of such debts, not just a proportionate share.
5. MANAGEMENT PROMISES: 1) that the premises and all common areas are fit for use as a residential premises; 2) to keep the premises in reasonable repair and make necessary repairs within a reasonable time after written notice by Resident except when a disrepair has been caused by the willful or negligent conduct of the Resident or his guest; 3) to maintain the premises in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the willful or negligent conduct of the Resident or his guest; and 4) to maintain the common areas in a state of repair and cleanliness.
6. RESIDENT PROMISES: 1) not to damage or misuse the premises or waste the utilities provided by Management or allow his guests to do so; 2) not to make any alterations or additions or remove any fixtures or to paint the premises without the written consent of Management; 3) to keep the Apartment clean and tidy, including frequent vacuuming of carpets; 4) not to conduct himself/herself in a loud, boisterous, unruly or thoughtless manner as to disturb the rights of the other residents to peace and quiet, or to allow his guests to do so; 5) to use these premises only as a private residence, and not in any way that is unlawful or dangerous or which would cause a cancellation, restrictions or increase in premium in Management's insurance; 6) not to use or store on or near the premises any inflammable or explosive substance; 7) to give written notice to Management of any necessary repairs to be made.
7. PETS: Resident or guests may not have animals or pets of any kind on the premises.
8. WATERBEDS: A waterbed may be used on the premises only if contained in a proper frame and liner. Resident may be required by Management to obtain and maintain proper insurance to cover any liability for damage caused by the use of the waterbed whether by leakage or otherwise.
9. MANAGEMENT RIGHT TO ENTER: Management and its authorized agents may enter the Apartment at any reasonable time to inspect the Apartment or make repairs or to show the Apartment to prospective new residents or purchasers.
10. DAMAGE OR INJURY TO RESIDENT OR HIS PROPERTY: Management is not responsible for any damage or injury that is done to Resident or his property or to Resident's guests or their property that was not caused by a willful or negligent act of Management or failure of Management to act. Management recommends that all Residents obtain Renter's insurance to protect himself against any injuries or damage he may suffer.
11. ACTS OF THIRD PARTIES: Management is not responsible for the actions, or for any damages, injury or harm caused by such actions, of third parties (such as other residents, guests, intruders or trespassers) who are not in Management's control.
12. FAILURE TO GIVE POSSESSION: If due to causes beyond his control included, but not limited to, the holding over of a previous resident, Management is unable to give possession of the Apartment to Resident on date promised, Management shall not be subject to any liability for this failure to give possession. In this event, Resident does not have to start paying rent until he has possession of the Apartment.

13. NOTICE OF DANGEROUS CONDITIONS: Resident agrees to promptly notify Management of any conditions in the Apartment that are dangerous to health or safety of Resident or residents, or which may do damage to the premises or waste utilities provided by the Management.

14. SUBLETTING: Resident will not sublet the Apartment or any part of it, nor assign this lease without the written consent of the Management.

15. ABANDONMENT OR SURRENDER OF THE APARTMENT BEFORE THE TERMINATION OF THIS LEASE: Resident understands that he is responsible for paying the full rent each and every month during the Duration of this agreement and any extensions or renewals. Resident is responsible for all loss of rent or any other losses or costs caused by Resident's premature abandonment or surrender of the Apartment. No surrender of the Apartment will be considered accepted by Management without the written consent of the Management.

16. REIMBURSEMENT BY RESIDENT: Resident agrees to reimburse Management promptly for any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, his agents, family or guests. Residents shall be responsible for damage from windows or doors left open, Resident agrees to pay all costs incurred by Management incidental to any abandonment of the premises or other breach of lease by Resident, such as costs incurred in attempting to re-rent Resident's Apartment, including advertising and other costs. If Management prevails in any suit for eviction, or for unpaid rents, or any other debt or charges, Resident agrees to pay all court costs and attorney's fees incurred by the management. These reimbursements are due when Management or its representatives make demand upon Resident. Management's failure or delay in demanding any of these reimbursements, late payment charges, returned check charges, or other sums due by Resident shall not be deemed a waiver; and management may demand them at any time, whether before or after Resident vacates Apartment.

17. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE: If Resident wishes to terminate this Lease at the end of its initial term, Resident must give Management written notice of his intent to vacate at least equal to the Notice Period indicated in the heading of this Lease, prior to the termination date. If Resident fails to give timely notice to Management, Management has the right, at its option, to extend the duration of the lease for a period equal to the original lease period at the prevailing monthly rental rate. If Resident continues to occupy the Apartment after the Ending Date of the Lease with the permission of Management, and this Lease has not been renewed nor a new Lease made between Resident and Management, this lease shall convert into a duration of month-to-month under its original conditions and agreements, except that the Rent may be adjusted to the then prevailing monthly rental rate.

18. TERMINATION AND ALTERATION OF TERMS OF MONTH-TO-MONTH LEASE: When the Lease is for a Duration of month-to-month, whether by its original terms or after conversion from a Fixed Duration Lease, management and Resident 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 this Lease. Notice to terminate must be given so as to be effective on the last day of the month. Management may change any of the terms, including the amount of Rent, of a month-to-month Lease by giving Resident written notice at least equal to the Notice Period indicated in the heading of the Lease.

19. VACATING: Resident agrees to vacate the Apartment on or before the termination date of this Lease or any renewal or extension as provided in this Lease. If Resident fails to vacate on or before the required date, he shall be liable to Management for any and all losses incurred by Management, such as loss of rent, court costs and attorney's fees. Upon vacating, Resident agrees to leave the premises in the same condition as at the commencement of the tenancy except for ordinary wear and tear.

20. DESTROYED OR UNFIT PREMISES: If the premises are destroyed or so damaged as to be unfit for occupancy due to fire, the elements, or any other cause, Management may elect to terminate this Lease immediately and may elect not to rebuild or restore the destroyed or damaged premises by giving Resident written notice. If the destruction or damage was not caused by the Resident's fault or negligence, upon termination of this lease pursuant to this section, Rent shall be prorated and the balance, if any, refunded to Resident.

21. EVICTION: If Resident materially violates any of the terms of this Lease, he may be evicted immediately and without prior notice. In the event that Resident does not vacate voluntarily upon eviction, Management may commence a legal eviction action. If Management excuses a specific violation of a particular section of this Lease by Resident and thereby waives his right of eviction, such waiver is not deemed to be a waiver regarding any subsequent similar violation, or violation of any other section of the Lease. Conviction of use of illegal drugs may be used as grounds for immediate eviction.

22. DUTY TO PAY RENT AFTER EVICTION: If Resident is evicted by Management, whether or not Management obtains a court order to enforce his eviction notice, due to Resident's breach of this Lease, Resident agrees to continue paying the full amount of the Rent for the full remaining terms of this Lease or until the Apartment is re-rented, whichever comes first.

23. SUBORDINATION: This Lease is subject to all present or future mortgages or trust deeds affecting the premises and Resident hereby appoints Management as Attorney-in-Fact to execute and deliver any and all necessary documents to subordinate this Lease to any present or future mortgage or trust deed affecting the premises.

24. MANAGEMENT'S EXERCISE OF LEGAL RIGHTS AND REMEDIES: Management 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 or remedies shall not exclude or waive the use of any other. This includes the tenant paying for any Court costs due to collections of rents or eviction expenses.

25. REFERENCE OF TERMS: Where appropriate, singular terms include the plural, and pronouns of one gender include both genders.

26. FALSE OR MISLEADING RENTAL APPLICATION: This Lease is entered into by Management based upon oral and/or written statements made by Resident in his rental application or otherwise. In the event it is determined that Resident's statements or any part of them are not true or complete in any material way, then this Lease shall be considered breached and management shall have the rights, in its discretion, to evict Resident immediately and without prior notice.

27. BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE: NO ORAL AGREEMENTS; Attachments to this Lease, if any, are hereby made a part of this Lease. Management's building rules are also made a part of this Lease. The Management can make reasonable changes in the building rules at any time by giving written notice to Resident. No oral agreements have been entered into. This Lease with its attachments and any other written agreements made constitute the entire agreement between Management and Resident.

28. NOTICES: All Residents agree that notices and demands delivered by Management to the Apartment constitute proper notice to all Residents.

29. PARKING: Resident agrees to abide by the parking regulations established by Management. Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Management at the expense of Resident owning same in accord with applicable law, and Resident owning same shall have no right of recourse against Management therefore.

30. CARPETS: are to be steam cleaned commercially when vacating Apartment. Stains, filth and damaged areas will not be considered normal wear and tear. Any carpet stains or replacement caused by carelessness will be charged to the tenant.