

# APPLICANT PROCESSING CHECKLIST

Prospective Tenant Name: \_\_\_\_\_

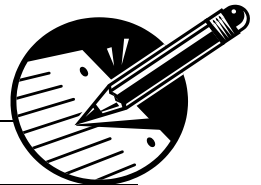
Complex Name and Apartment #: \_\_\_\_\_

Date of Showing/Application: \_\_\_\_\_

- Application
- Pay Stubs
- Release of Information
- Application Fee
- Security Deposit
- Signed Lease Agreement
- Rules & Regulations
- Renter's Insurance
- Smoke-Free Addendum
- Crime-Free Addendum
- Disclosure of Information  
On Lead-Based Paint (*if applicable*)
- Resident Data Sheet
- Garage Lease & Door Opener Addendum (*if applicable*)



Manager Notes/Comments: \_\_\_\_\_



**PLEASE ATTACH THIS FORM ON TOP OF YOUR PAPERWORK.**

# APPLICATION FOR APARTMENT OCCUPANCY

This application must be filled out completely. Driver's License or ID required to complete application.

|  |      |   |                |  |                                  |   |              |       |  |
|--|------|---|----------------|--|----------------------------------|---|--------------|-------|--|
| APPLICANT LAST NAME  |      | MAIDEN/PREFIX   |                | FIRST  |                                  | MIDDLE  |              |       |  |
| HOME PHONE   |      |   | CELL PHONE     |  |                                  | EMPLOYER PHONE  |              |       |  |
| SOCIAL SECURITY #  |      |   | DATE OF BIRTH  |  | DRIVERS LICENSE #                |   | STATE ISSUED |       |  |
| PRESENT ADDRESS  |      |   |                | CITY   |                                  | STATE   |              | ZIP   |  |
| UNIT #   | FROM | TO  | RENT \$        |  | LANDLORD/PROPERTY NAME<br>NUMBER |   |              | PHONE |  |
| PREVIOUS ADDRESS IF LESS THAN TWO YEARS  |      |   |                | CITY   |                                  | STATE   |              | ZIP   |  |
| UNIT#  | FROM | TO  | RENT \$        |  | LANDLORD/PROPERTY NAME<br>NUMBER |   |              | PHONE |  |
| PRESENT EMPLOYER   |      |   | PHONE #        |  | POSITION                         |   | DATES        |       |  |
| ADDRESS  |      |   | PART/FULL TIME |  | SUPERVISOR                       |   | SALARY       |       |  |
| PREVIOUS EMPLOYER  |      |   | PHONE #        |  | POSITION                         |   | DATES        |       |  |
| ADDRESS  |      |   | PART/FULL TIME |  | SUPERVISOR                       |   | SALARY       |       |  |
| OTHER INCOME/SOURCE  |      |   | PHONE #        |  | CONTACT                          |   | AMOUNT       |       |  |
| ADDITIONAL OCCUPANTS & AGES  |      |   |                |  | EMERGENCY CONTACT NAME & NUMBER  |   |              |       |  |
| VEHICLE INFORMATION  |      |   | PLATE #        |  | YEAR                             |   | MAKE & MODEL |       |  |
| Do you have any allergies?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>If yes, please explain: |      | Have you ever been evicted or asked to move?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>Have you ever refused to pay rent?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No  |                | Have you ever been convicted of a crime?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>If yes, please explain: |                                  | Do you have a legal right to be in the United States?<br><input type="checkbox"/> Yes, I am a US Citizen.<br><input type="checkbox"/> Yes, I have valid documentation from the U.S. Dept. of Immigration and Naturalization (INS) that allows me to be in the country.<br><input type="checkbox"/> No |              |       |  |
| Have you ever resided in any other state? If so, where?  |      | I authorize RPS Legacy whose address is 2935 County Drive Suite 100, Little Canada, MN 55117 to investigate my criminal history, residential, employment and income history, bank and credit history for the purpose of housing and/or employment. The source of the information may come from, but is not limited to: credit bureaus; banks and other depository institutions; current and former employers; federal or state records including State Employment Security Agency records; county or state criminal records as follows, or other sources as required. It is understood that a photocopy or facsimile copy of this form will serve as authorization. I understand failure to complete this form completely and truthfully may result in denial and/or forfeiture of deposit. This authorization is for this transaction only and continues in effect for one (1) year unless by state law, in which case the authorization continues in effect for the maximum period, not to exceed one (1) year, allowed by law. |                |  |                                  |   |              |       |  |
| Signature _____  |      |   |                |  | Date _____                       |   |              |       |  |
| RPS LEGACY 2935 COUNTRY DRIVE SUITE 100, LITTLE CANADA, MN 55117<br>PHONE (651) 484-0070 ♦ FAX (651) 486-3444        |      |   |                |  |                                  |   |              |       |  |

**RENTAL APPLICATION**

The Application Fee and Security Deposit MUST be included with the Application or we will not be able to begin processing. The Application Fee and Security Deposit must be in the form of a check, money order, or cashier's check – NO out-of-state checks or starter checks. Cash is NOT acceptable.

It is agreed and understood that this Application is subject to the approval of the Property Manager. I/We understand that in the event this **Application is rejected then the Application Fee(s) will NOT be refunded.** I/We have received, in writing, the criteria on which this application will be judged. **If rejected, the Security Deposit WILL be fully refunded.**

**If Application is approved and new resident(s) refuses to accept occupancy, the Security Deposit shall be forfeited and new resident(s) shall be liable for rent for the term of the Lease or unless/until apartment is re-rented and occupied, whichever comes first.**

It is also agreed and understood that the only occupants in said apartment will be those who have been approved by the Property Manager through the Application Process. **The number of occupants in said apartment shall not exceed two (2) occupants per bedroom and/or not more than three (3) adults in any two or three-bedroom unit.**

I/We understand there will be a charge for carpet cleaning upon vacating. I/We further understand that the lease I/we will sign contains a clause stating that if I/we vacate the unit within six (6) months I/we will forfeit all of the security deposit.

I/We further understand that **NO PETS** are allowed on or about the premises.

SIGNATURE OF APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

ALL RENT PAYMENTS ARE DUE ON OR BEFORE THE FIRST DAY OF EACH MONTH PAYABLE ON RENTCAFE.COM. MAKE DEPOSIT AND APPLICATION FEE CHECKS PAYABLE TO: **RPS Legacy**

**ALL VACATE NOTICES MUST BE RECEIVED BEFORE THE FIRST OF THE MONTH, TWO MONTHS PRIOR TO THE LAST DAY OF THE LEASE AGREEMENT.**

**CRIME FREE LEASE ADDENDUM**  
(Minnesota Crime Free Multi-Housing Program)

**In consideration of the execution or renewal of a Lease of the dwelling unit identified in the Lease, LESSOR and LESSEE(S) agree as follows:**

1. LESSEE(S), any members of the LESSEE(S) household or a guest or other person under the LESSEE(S) control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" MEANS the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. LESSEE(S), any member of the LESSEE(S) household or a guest or other person under the LESSEE(S) control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. LESSEE(S), or members of the household, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. LESSEE(S), any member of the LESSEE(S) household or a guest, or another person under the LESSEE(S) control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location(s), whether on or near the dwelling unit premises or otherwise.
5. LESSEE(S), any member of the LESSEE(S) household, or guest or another person under the LESSEE(S) control, shall not engage in any criminal activity, including prostitution, criminal street gang activity, threatening or intimidating, or assaulting behavior, including but not limited to, the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the Lease agreement that otherwise jeopardizes the health, safety and welfare of the LESSOR, his agent or other LESSEE(S) or involving imminent or actual serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

*A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the Lease.*

**It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.**

7. In case of conflict between the provisions of the addendum and any other provisions of the Lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the Lease executed or renewed this day between LESSOR and LESSEE(S).

LESSEE(S)

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_ Date \_\_\_\_\_

**GARAGE ADDENDUM**

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By and between RPS Legacy, LESSOR, and \_\_\_\_\_ LESSEE(S).

For the purpose of leasing garage # \_\_\_\_\_, situated at \_\_\_\_\_.

The LESSEE(S) right to occupy the above said garage commences on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**OPTION A \_\_\_\_\_ (CURRENT RESIDENTS ONLY)**

**MONTHLY RENT \$55.00**

It is expressly understood that both this garage Lease and LESSEE(S) Lease on apt. # \_\_\_\_\_ at \_\_\_\_\_ run **concurrently** and must be terminated at the same time by either party by providing written notice on or before the last day of the month, two months prior to vacating.

**OPTION B \_\_\_\_\_ (CURRENT RESIDENTS ONLY)**

**MONTHLY RENT \$75.00**

It is expressly understood that this Lease is a **month-to-month** Lease and may be terminated by either party providing written notice on or before the last day of the month, one month prior to vacating.

**LESSEE(S) FURTHER AGREE TO:**

1. Pay a penalty of \$25.00 for any checks returned by LESSEE(S) BANK.
2. To vacate the premises by noon on the last day of tenancy. IF not vacated, LESSEE(S) shall be responsible for a fee equal to one month's rent.
3. To insure the contents of any garage. LESSOR does not insure the contents and assumes no liability, under any circumstances, with regards to contents.
4. To use the garage at all times and keep garage doors closed.
5. Not to permit any car washing, maintenance or repair work in any garage.
6. Not to store any flammable or dangerous materials in any garage.
7. Not to be used for storage of personal belongings.
8. Not to use a generator, portable heater or compressor in any garage.

**MANAGER OF THE PREMISES**

**The manager of the premises is RPS Legacy 2935 Country Drive Suite 100, Little Canada, MN 55117.** Any services of process or notices must be given to Azure Properties at the above address.

LESSOR RESERVES THE RIGHT to make changes to this Lease by providing notice equal to the notice periods listed above for OPTION A or B.

LESSOR AND LESSEE(S) AGREE TO ALL THE TERMS OF THIS LEASE:

LESSEE \_\_\_\_\_ LESSEE \_\_\_\_\_

SIGNED IN THE PRESENCE OF \_\_\_\_\_

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between RPS Legacy, LANDLORD, and \_\_\_\_\_

Tenant Name

Tenant Name

Said LANDLORD, in consideration of the rents and covenants hereinafter mentioned, to be paid and performed by said TENANT(S) does hereby Lease, to said TENANT(S), and said TENANT(S) does hereby hire and take from said LANDLORD the following described premises:

STREET ADDRESS OF PREMISES

APT #

CITY, STATE, AND ZIP CODE

MONTHLY APARTMENT RENT \$ \_\_\_\_\_ SECURITY DEPOSIT \$ \_\_\_\_\_

The TENANT(S) right to occupy the above-said premises commences at noon on the first day of \_\_\_\_\_, \_\_\_\_\_, and ends at noon on the last day of \_\_\_\_\_, \_\_\_\_\_.

This Lease shall continue beyond the original lease end date as a month to month lease with a two-month notice period and \$80.00 a month increase in rent until either party provides proper written notice on or before the last day of the month two months prior to vacating.

**RESTRICTED NOTICE PERIOD - NO VACATING DURING THE MONTHS OF NOVEMBER, DECEMBER, AND JANUARY.** A notice will not be accepted if it provides for vacating November 1st thru January 31st. (Tenant(s) will be held liable for rent and expenses through February). You may vacate at the end of the month from February through October.

\$ \_\_\_\_\_ WILL BE RETAINED FROM SECURITY DEPOSIT FOR CARPET PREPARATION/MAINTENANCE.

Rent is payable in advance online on or before the first day of each and every month for and during the term of the lease. **A \$35.00 LATE PENALTY WILL BE ADDED, IF RENT IS NOT RECEIVED BY THE 1ST DAY OF THE MONTH, AN ADDITIONAL \$50.00 LATE PENALTY WILL BE ADDED IF THE TOTAL RENT IS NOT RECEIVED BY THE 10<sup>TH</sup> DAY OF THE MONTH. THE TOTAL OF LATE FEES FOR THE MONTH WILL NOT EXCEED 8% OF THE OVERDUE RENT PAYMENT.** The authorized manager of the premises is RPS LEGACY whose address is 2935 COUNTRY DRIVE, LITTLE CANADA, MN 55117. Any Service of Process or Notices must be given or mailed to RPS LEGACY at 2935 COUNTRY DRIVE SUITE 100, LITTLE CANADA, MN 55117.

**IF TENANT(S) HAS/HAVE NOT VACATED THE PREMISES BY 12:00 (NOON) ON THE LAST DAY OF TENANCY, TENANTS WILL BE RESPONSIBLE FOR A FEE EQUAL TO ONE MONTH'S RENT. TENANT(S) GIVE LANDLORD PERMISSION TO RETAIN ALL OF THE SECURITY DEPOSIT RECEIVED IN THE EVENT (S) VACATES THE PREMISES PRIOR TO LEASE END DATE.**

Landlord may change any term of this lease by mailing to Tenant(s) NOTICE OF THE CHANGE on or before the last day of the month, two months prior to the effective date of change.

LANDLORD and TENANT(S) agree to all terms of this LEASE and any attachments that may be made part of this LEASE.

SIGNATURES

TENANT \_\_\_\_\_ TENANT \_\_\_\_\_

SIGNED IN THE PRESENCE OF \_\_\_\_\_

This Lease is not valid until signed by an AGENT OF RPS LEGACY.

\_\_\_\_\_ AGENT OF RPS LEGACY.

#### **A. RENT**

1. **PAYMENT:** Tenant(s) will pay Landlord the full monthly rent on or before the first day of every month while this lease is in effect and during any extensions or renewals of the Lease. Rent will be paid as required by Landlord.
2. **RENT RESPONSIBILITY:** Each Tenant is individually responsible for paying the full amount of rent and any other money owed to the Landlord.
3. **DUTY TO PAY RENT AFTER EVICTION:** If Tenant(s) is/are evicted because Tenant(s) violated a term of this Lease, Tenant(s) must still pay the full monthly rent until 1) The Apartment is re-rented, 2) The date of this Lease ends, or 3) If the Lease is month-to-month, the next Notice Period ends. If the apartment is re-rented for less than the rent due under this Lease, Tenant(s) will be responsible for the difference until the date this lease ends or, if the Lease is month-to-month, until the end of the next Notice Period.
4. **LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:** Tenant(s) will pay a \$35.00 late penalty if the full monthly rent is not received on or before the 1<sup>st</sup> day of the month. Tenant(s) will also pay a fee of \$25.00 for each returned check. **IF RENT IS NOT RECEIVED BY THE 10<sup>TH</sup> DAY OF THE MONTH, A \$50.00 LATE PENALTY WILL BE ADDED. THE TOTAL OF LATE FEES FOR THE MONTH WILL NOT EXCEED 8% OF THE OVERDUE RENT PAYMENT.**

#### **B. USE OF APARTMENT**

1. **OCCUPANCY AND USE:** Only the persons listed above as Tenants(s) may live in the apartment. Persons not listed as Tenant(s) may live in the apartment only with the prior written consent of Landlord. Tenant(s) may use the apartment and utilities for normal residential purposes only.
2. **SUBLETTING:** Tenant(s) may not Lease the apartment to other persons (sublet), assign this Lease, or sell this Lease without the prior written consent of Landlord.
3. **TENANT(S) PROMISES:** 1) Not to act in a loud, boisterous, unruly, or thoughtless manner or disturb the rights of the other Tenant(s) to peace and quiet or allow his/her guests or occupants to do so, or act in any way constituting a nuisance, 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 the premium on the Landlord's insurance, 3) Not to use or store on or near the apartment any flammable or explosive substance, 4) Not to interfere in the management and operation of the apartment building or premises, 5) That the apartment, common areas, or area surrounding the building or premises will not be used by the Tenant(s) or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess any illegal drugs.
4. **WATERBEDS:** The Tenant(s) may not keep a waterbed or other water-filled furniture in the apartment without proper insurance or without the prior written consent of Landlord.
5. **PETS: NO PETS ARE ALLOWED.**

#### **C. CONDITION OF APARTMENT**

1. **LANDLORD PROMISES:** 1) That the apartment and all common areas are fit for use as a residential premises, 2) To keep the apartment in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant(s) except when damage is caused by the intentional or negligent conduct of the Tenant(s) or his/her guests, 3) To maintain the apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the Tenant(s) or his/her guests, 4) To keep the common areas clean and in good condition.
2. **TENANT(S) PROMISES:** 1) Not to damage or misuse the apartment or waste the utilities provided by Landlord or allow his/her guests to do so, 2) Not to paint or wallpaper the apartment or make any structural changes in the apartment without the prior written consent of Landlord, 3) To keep the apartment and premises clean, 4) To give written notice to Landlord of any necessary repairs to be made, 5) To notify Landlord immediately of any conditions in the apartment or on the premises that are dangerous to human health or safety, or which may damage the apartment or waste utilities provided by the Landlord 6) That when the Tenant(s) 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 Landlord without the prior written consent of the Landlord, 8) To cooperate with Landlord's efforts at pest control –See rules and regulations for further details.
3. **SECURITY DEPOSIT:** Landlord may keep all or part of the security deposit for damage to the apartment beyond ordinary wear and tear and for rent or other money owed to Landlord.
4. **DESTROYED OR UNLIVABLE APARTMENT:** If the apartment is destroyed or damaged so it is unfit to live in due to any cause, Landlord may cancel this Lease immediately and may choose not to rebuild or restore the apartment. If the destruction was not the Tenant(s) fault, and Landlord cancels this Lease, rent will be pro-rated and the balance will be refunded to Tenant(s).

#### **D. DURATION OF LEASE**

1. **FAILURE TO GIVE POSSESSION:** If Landlord cannot provide the apartment to Tenants at the start of this Lease, Tenant(s) cannot sue Landlord for any resulting damages, but Tenant(s) will not start paying rent until Tenant(s) get possession of the apartment.
2. **MOVING OUT BEFORE THE LEASE ENDS:** If Tenant(s) move out of the apartment before the term of the lease ends, Tenant(s) is/are responsible for the rent and any other losses or costs including court costs and attorney's fees.

3. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If Tenant(s) wish to move out of the Apartment on the date this Lease ends, Tenant(s) must give Landlord prior written notice equal to the **NOTICE PERIOD** (On or before the last day of the month, two months prior to the last day of this Lease). Failure to give a proper written 60-day notice, will result in rent liability beyond the term of the Lease. If Landlord wishes to terminate this Lease, Landlord must give Tenant(s) prior written notice equal to the **NOTICE PERIOD** (On or before the last day of the month, two months prior to the last day of this Lease). If this Lease is not terminated by Tenant(s) or Landlord, the Tenant(s) shall receive an **OPTION OF RENEWAL** on or before the last day of the month two months prior to the last day of this lease.
4. **MOVING OUT OF THE APARTMENT:** The Tenant(s) will move out of the apartment when this Lease ends. If Tenant(s) move out after this Lease ends, Tenant(s) will be liable to Landlord for any resulting losses including court costs and attorney's fees.

#### **E. RIGHTS OF LANDLORD**

1. **EVICTION:** If Tenant(s) violate any of the terms of the Lease, Tenant(s) may be evicted immediately and without prior notice. If Tenant(s) is/are evicted but does not move out voluntarily, Landlord may bring an eviction action. If Tenant(s) violates a term of this Lease, but Landlord does not sue or evict Tenant(s), Landlord may still sue or evict Tenant(s) 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 that Tenant(s) and is grounds for an automatic eviction.
2. **EVICTION AFTER PARTIAL PAYMENT OF RENT:** It is expressly agreed to between Landlord and Tenant(s) that, pursuant to MN Statute #504.02, Subd. 1, acceptance by Landlord of less than the full amount of rent due from Tenant(s) does not waive Landlord's right to recover possession of the rental premises for nonpayment by Tenant(s) of balance of rent owed Landlord.
3. **ATTORNEY'S FEES AND ENFORCEMENT COSTS:** If Landlord brings any legal action against Tenant(s), Tenant(s) must pay Landlord's actual attorneys' fees or other legal fees and expenses including fees paid to a collection agency, expenses, court costs, and appearance costs even if rent is paid after the legal action is started.
4. **LANDLORD'S RIGHT TO ENTER:** Landlord or its' authorized agents may enter the apartment at any reasonable time to inspect, improve, maintain, repair, do any other necessary work to the apartment or to show the apartment to potential new Tenant(s) or Buyers.
5. **LANDLORD'S LEGAL RIGHTS AND REMEDIES:** Landlord may use its legal rights and remedies in any combination. By using one or more of these rights or remedies, Landlord does not give up any other rights or remedies it may have. Acceptance of rent does not waive Landlord's right to evict Tenant(s) for any past or existing violation of any term of this Lease.
6. **IF LEASE IS SUBJECT TO MORTGAGE:** The apartment building may be mortgaged or may be subject to a Contract for Deed. Tenant(s) agrees that the rights of the holder of any present or future mortgage or Contract for Deed are superior to Tenant(s) Rights. For example, if a mortgage on the apartment building is foreclosed, the person who forecloses on the building may, at their option, terminate Tenant(s) Lease.

#### **F. LIABILITY OF TENANT(S) AND LANDLORD**

1. **DAMAGE OR INJURY TO TENANT(S) OR HIS/HER PROPERTY:** Landlord is NOT responsible for any damage or injury that is done to Tenant(s) or his/her property, guests, or their property. Landlord requires that Tenant(s) obtain Renter's Insurance to protect against injuries or property damage.
2. **ACTS OF THIRD PARTIES:** Landlord is NOT responsible for the actions, or for any damages, injury or harm caused by third parties (such as other Tenant(s), guests, intruders, or trespassers) who are not under Landlord's control.
3. **TENANT(S) SHALL REIMBURSE LANDLORD FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by Tenant(s) or his/her agents, family, or guests, 2) Any loss or damage caused by doors or windows being left open, 3) All costs Landlord has because of abandonment of the apartment or other violations of the Lease by Tenant(s), such as costs for advertising the apartment, 4) All court costs and attorney fees Landlord has in any suit for eviction, unpaid rent, or any other debt or charge.
4. **WHEN PAYMENTS ARE DUE:** Any amount owed by Tenant(s) is due when Landlord asks for it. Landlord does not give up its' rights to any money owed by Tenant(s) because of Landlord's failure or delay in asking for any payment. Landlord can ask for any money owed by Tenant(s) before or after Tenant(s) move out of the apartment.

#### **G. MISCELLANEOUS**

1. **FALSE OR MISLEADING RENTAL APPLICATION:** If Landlord determines that any oral or written statements made by Tenant(s) in the rental application or otherwise are not true or complete in any way, then Tenant(s) has violated this Lease and may be evicted.
2. **BUILDING RULES AND REGULATIONS AND ATTACHMENTS ARE PART OF LEASE:** NO oral agreements. Any attachments to this Lease are part of this Lease. If a term of any attachment conflicts with any term of the Lease, the attachment term will be controlling. Landlord's building rules and regulations are a part of this Lease, and Landlord may make reasonable changes in these rules at any time by giving Tenant(s) written notice. No oral agreements have been made. This Lease and its' attachments and any other written agreements are the entire agreement between Tenant(s) and Landlord.
3. **NOTICES:** All Tenant(s) agree that notices and demands delivered by Landlord to the apartment are proper notice to all Tenant(s) and are effective as soon as delivered to the apartment.



# RESIDENT DATA SHEET

PROPERTY ADDRESS: \_\_\_\_\_

APT #: \_\_\_\_\_

NAMES AND PHONE NUMBERS OF ALL RESIDENTS:

|    | Name | Home/ Cell Phone | Work Phone | Email Address |
|----|------|------------------|------------|---------------|
| 1. |      |                  |            |               |
| 2. |      |                  |            |               |
| 3. |      |                  |            |               |
| 4. |      |                  |            |               |

PLEASE LIST ALL VEHICLES IN HOUSEHOLD:

|    | Make/Model | Year | Color | License# |
|----|------------|------|-------|----------|
| 1. |            |      |       |          |
| 2. |            |      |       |          |
| 3. |            |      |       |          |

EMERGENCY CONTACT:

|    | Name | Phone Number |
|----|------|--------------|
| 1. |      |              |
| 2. |      |              |

Parking permit # \_\_\_\_\_

GARAGE:  Yes  No  
If yes, number/stall: \_\_\_\_\_

***PLEASE FILL OUT THIS FORM AND RETURN IT TO YOUR MANAGER.***

## **ACCESS TO YOUR APARTMENT**

To handle emergency situations, it is important that we have access to your apartment; therefore, you may not change the lock to your apartment. Contact your on-site caretaker if you have concerns regarding your locks.

## **AIR CONDITIONERS**

For maximum cooling, run your unit on Hi Cool with the air exchanger in the closed position. Running the A/C with the air exchanger open cuts down cooling efficiency 50%. Do not place large objects in front of the A/C. Try to keep drapes or shades closed when running the A/C. Do not be concerned about running your A/C all day. It is less expensive to run your unit on Low Cool from 9am – 9pm than it is to run it on Hi Cool from 5pm – 10pm. Wash the A/C filter at least twice a month in mild soap and water solution. Rinse and wring dry. **NEVER RUN YOUR A/C FOR ANY REASON IN FREEZING WEATHER.**

We do NOT allow tenants to install their own window A/C's.

## **BALCONIES/PATIOS**

Only appropriate outdoor furniture and decorative plants may be kept on your balcony or patio. Do not hang laundry items or rugs on your balcony or patio. No storage of any kind is allowed on balconies/patio areas. Grilling on any balcony or patio is not permitted. If you choose to have a bird feeder on your balcony and it becomes a problem or disturbance for your neighbors, Management reserves the right to ask you to remove the feeder at once.

## **BARBECUING**

Barbecuing regulations and restrictions vary from city to city and county to county. LESSEE(S) will abide by these regulations as well as the regulations of the Management office. In most cases, barbecuing is not allowed on the premises. Check with your on-site caretaker or manager for the regulations for your residence. Barbecuing is never permitted on any balcony or patio.

## **BLINDS**

All units come with blinds on the windows. We expect you to keep them clean. Please open and close the blinds carefully. If you have a problem with your blinds, please contact your caretaker.

## **BUSINESSES**

No business of any kind may operate out of any residence and/or garage.

## **CABLE TV**

Where cable television is available, LESSEE(S) are responsible for contacting the cable company to subscribe and for paying the installation and monthly charge. At move-out, LESSEE(S) are responsible for ordering disconnection service and for returning the cable box to the company.

## **CARPETS**

LESSEE(S) are responsible for vacuuming their carpet on a regular basis. Any spill should be rinsed immediately with plain water and blotted (not rubbed). Stains and/or damage to carpet will result in deductions from your security deposit at the time you move out. *Please be*

*reminded that a carpet preparation/maintenance fee will be deducted from your security deposit at move-out per your Lease agreement.*

### **CASH**

The office and the on-site caretakers/managers are not equipped to handle and store cash payments. Management does not accept cash for payments due.

### **CHILDREN**

LESSEE(S) are responsible for the conduct of their own children and the children of their guests. Playing or running is not permitted in the corridors, stairwells or garages. Toys, bikes, etc. may not be left in the corridors, common areas or outdoors.

LESSOR may terminate any Lease, if in its opinion, LESSEE(S) children are not kept under proper control. All children must be supervised by an adult at all times. All children returning from school or other activities must have access to their apartment. The failure of the LESSEE(S) to provide such access or supervision shall constitute breach of the Lease.

### **CHRISTMAS TREES**

Live Christmas trees are permitted. Trees **must be wrapped** before being carried in or out of any part of any building, including hallways and garages. A clean-up fee will be charged if debris from your tree is left in or around the building. Live wreaths are not permitted on the corridor side of apartment doors.

### **CIRCUIT BREAKERS**

If the electricity in part of your apartment is off, check the circuit breakers in the circuit breaker box. If a breaker switch is off, switch it to the "on" position. Make sure the breaker is completely off before switching it back on. If you cannot restore power, report it to your on-site caretaker or manager.

### **CONTROLLED ACCESS ENTRY SYSTEM – ADMITTING GUESTS**

If your building is equipped with a "controlled access entry system", visitors must ring your apartment to gain access. Please verify who is calling you before allowing entry. Do not hold the entry door open for anyone unless you know him or her. Doors should not be propped open for any reason. Controlled access entry systems will be only as effective as LESSEE(S) make them.

### **COUNTER TOPS**

Please do not use your counter top areas for cutting/carving. Please do not place hot pots or pans directly on the counter tops.

### **CRIME FREE/DRUG FREE HOUSING ADDENDUM**

All LESSEE(S) are required to sign a crime free/drug free housing addendum. This addendum must be read carefully by all LESSEE(S). Please be reminded that you are responsible for the actions of members of your household and/or person(s) under your control/supervision.

### **DECORATING**

NO contact paper is allowed on cupboards and shelves. Small nails are permissible in hanging pictures, etc. Do not use tape-on or stick-on wall hangers. No physical changes or

alterations may be made at any residence. Wallpaper or painting is not allowed without express written consent of LESSOR.

### **DELIVERIES**

Management and their employees assume no responsibility for the condition or contents of packages upon delivery. All packages left with on-site personnel must be picked up within 48 hours or they will be returned to sender.

### **DISHWASHERS**

If your residence is equipped with a dishwasher, please run it occasionally even if you do not use it normally, in order to prevent freeze-up problems. To get rust or stains off the inside of a dishwasher, put 1 packet of dry Kool-Aid brand lemonade in the soap dispenser, do not add soap, and run the dishwasher through a full cycle.

### **DISTURBANCES**

Every LESSEE(S) and occupant has the right to a peaceful and quiet environment. We request the cooperation of everyone, guests as well as LESSEE(S), in exercising courtesy and good judgement with regard to maintaining reasonable noise levels. Consideration of your neighbors when entertaining or using your stereo or television is appreciated. Objectionable conduct or conduct constituting a nuisance, including public drunkenness, obscenities and violent or abusive behavior will not be tolerated and will be grounds for eviction.

### **EMERGENCIES**

For any LIFE-THREATENING emergency please call 9-1-1. If the emergency endangers other LESSEE(S) (i.e. fire, crime) please notify your on-site caretaker or manager after calling 9-1-1.

### **EXTENSION CORDS**

No extension cords are to be run from any residence. This eliminates all types of automobile plug-in heaters. No extension cords, multi-plug outlet bars, or adapter plugs are to be used in any residence. Use of these items is a violation of city fire codes.

### **FIRE DOORS**

Doors connecting stairwells and hallways are fire doors. State Fire Code Regulations require that these doors be closed at all times. Propping these doors open is not allowed.

### **FLAMMABLES/EXPLOSIVES**

The use or storage of any flammable liquids (i.e. gasoline, kerosene, etc.) or any explosive or hazardous materials is prohibited anywhere on the premises of all properties. This includes, but is not limited to, balconies, patios, apartments, garages and storage areas.

### **GARAGE DOOR OPENERS**

Management does not repair or replace garage door openers at any of its properties. Please see attached addendum.

### **GARBAGE DISPOSALS**

When using your garbage disposal, remove hard plastic disposal cover from disposal and turn on a full flow of COLD water. To avoid drain pipe blockage allow water to flow for a

minimum of 15 seconds after grinding cycle is completed. Do not at any time insert any item into your disposal that is not edible. If for some reason your disposal does not function, please locate the reset button either on the top or bottom of the disposal unit. If after depressing the reset button the disposal still does not function, contact your on-site caretaker for a maintenance request.

### **HALLWAY COURTESY**

In all apartment buildings, doorways must be kept clear of clutter for safety and appearance purposes. Do not put entry mats or boots outside your apartment door. Avoid loud conversations in corridors, as well as running or other nuisance level noises.

### **HEAT**

The amount of heat to your home can be regulated by the thermostats provided. Please contact our office should you experience a heat/thermostat problem.

### **KEYS**

Upon move-in you will be given all necessary keys and garage door transmitters, if applicable. All keys and transmitters must be returned to your on-site caretaker or manager upon move out. Keys may not be duplicated. The charge for lost/stolen keys is \$5.00 for apartment or mailbox key. For a security building key, the charge is \$50.00. In the event that a lock change is needed/requested, the charge will be \$45.00 per lock (most units have more than 1 locked.) The charge for lost/stolen garage transmitters is \$48.00.

### **LANDLORD TENANT RIGHTS**

The rights and duties of landlords and tenants in Minnesota are spelled out in the handbook Landlord and Tenants: Rights and Responsibilities. You may contact the State Attorney General's Office for a free copy.

### **LAUNDRY ROOMS**

Laundry room hours are 8:00am – 9:30pm. Management is not responsible for lost or stolen articles. Dye in the washing machines is not permitted. Please clean out pockets before using machines. Please clean up any spills and wipe off your machines when finished. As a matter of courtesy, please remove all clothes immediately after both the wash and dry cycle is completed.

### **LIGHT BULBS**

When replacing burned out light bulbs, do not use more than a 60-watt bulb in any of the fixtures. Chandelier bulbs should be no more than 40 watts.

### **MAIL**

The Postal Service (of your old address) must receive a "change of address form" in order for your mail to be forwarded to your new address. Be sure to include your new apartment number. Junk mail should not be left on top of the mailboxes, and if unwanted, should be disposed of properly.

## **MAILING ADDRESS OF MANAGEMENT**

All rent payments, notices to vacate, or correspondence to Management should be mailed to the following:

**2935 COUNTRY DRIVE  
LITTLE CANADA, MN 55117-7830**

## **MISUSE OF APPLIANCES/FACILITIES**

The cost of repair or service on appliances/fixtures/facilities due to misuse by LESSEE(S), occupants and/or their guest(s) will be charged to the LESSEE(S).

## **MOVE-IN/MOVE-OUT INSPECTION SHEETS**

Your apartment home should be in "live-in" ready condition. Normal wear and tear causes the tiny imperfections you may notice from the previous LESSEE(S). To ensure that you are not charged for any pre-existing imperfections, we ask that you carefully fill out your move-in inspection sheet. If you find some item that is in need of repair, please contact your on-site caretaker. Please include your new home phone number on the sheet for our records.

## **NSF CHECKS**

If your check is returned to us due to "Non-Sufficient Funds", a \$25.00 charge will be assessed in addition to the amount owed. If the "NSF" check causes your rent to be late, a late fee will also be assessed. All future payments must be in the form of a money order or cashier's check.

## **OCCUPANCY – HOUSE GUESTS & ROOMMATES**

Only persons listed on your signed Lease are permitted to live in your apartment. You must notify your on-site caretaker or manager if you will have guests who will be staying at your residence longer than one (1) week. Management must be notified before a LESSEE(S) listed on the Lease moves out and/or a new LESSEE(S) moves in. ALL NEW LESSEE(S) must complete the application process and the application must be approved before the person(s) move in. All applications are subject to approval of the Property Manager. Occupancy limits are as follows:

|   |  |
|---|--|
| <b>EFFICIENCY APARTMENTS:</b>   | <b>2 ADULTS OR 1 ADULT &amp; 1 CHILD</b>     |
| <b>1 BEDROOM APARTMENTS:</b><br>(You may be asked to relocate to a 2 bedroom when one becomes available after your child is 12 months old.) | <b>2 ADULTS (MAY HAVE CHILD UNDER 1 YR)</b>  |
| <b>2 BEDROOM APARTMENTS:</b>  | <b>3 ADULTS OR 2 ADULTS &amp; 2 CHILDREN</b> |
| <b>3 BEDROOM APARTMENTS:</b>  | <b>3 ADULTS OR 2 ADULTS WITH 4 CHILDREN</b>  |

## **PARKING/GARAGES**

- 1. UNATTACHED GARAGES:** Please keep your garage doors closed at all times.
- 2. ATTACHED INDOOR PARKING:** When either entering or exiting the garages please wait for the door to close completely prior to exiting your car or the community. When parking, we require that you park the front of your car towards the wall to avoid damage to our storage facilities.

3. **OUTDOOR SPACES:** Do not back into an outdoor parking space. This can cause car fumes to enter the building. Park as straight and centered as possible.
4. **OUTDOOR BUNGALOW DRIVEWAYS:** Garages are designed to accommodate two (2) vehicles only. Only one (1) vehicle is allowed to be parked in the driveway overnight. Garages are not to be used as a storage facility, and no outside storage of items is allowed.
5. **ALL GARAGES** are intended for parking your vehicle(s), not for storage. Your vehicle(s) should be parked in your garage at all times.
6. Those who have garages are asked to use them at all times to alleviate some pressure on open parking spaces.

All cars must be in working order at all times with current plates and tags visible required by the State. You are allowed ONE vehicle, per approved adult, to park in the parking lot. No parking space, garage (attached or unattached) may be used for car repairs. Vehicles may be towed if improperly parked. Please be sure to register your vehicle(s) with your on-site caretaker or manager. No car washing or mechanical work whatsoever is allowed on the premises. Overnight or long-term parking of boats, RV's, trailers, snowmobiles, etc. in lots or garages is prohibited.

### **PEST CONTROL**

The best way to avoid "bug" problems is to keep a neat, clean home. In the event an invasive bug (not the occasional spider) is sighted in your home, contact the caretaker. You are required to cooperate fully with any pest control treatments that Management deems necessary. This may include tenant(s) emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminator to enter and treat the apartment or the premises.

**Bed Bugs:** If bed bugs are found in your unit, Management must be notified immediately. Management will perform the necessary clean-up. Any cost occurred associated with the treatment will be passed onto you the tenant, including any damage to personal property or the unit. Failure to report bed bug infestations may result in termination of your lease.

### **PETS**

Pets are not permitted. This includes cats, dogs, or any caged animal such as birds, hamsters, gerbils, mice, rabbits, snakes, etc. A fish aquarium may be permitted with written permission from your Management office. We reserve the right to restrict the size of aquariums.

### **PLUMBING**

Should you at any time during your stay experience water leak in either the kitchen or bath areas, please contact your on-site caretaker immediately. Locating the water shut off valves under sink areas and behind the toilet may shut off the water supply to the faucets and toilet. If you cannot locate water shut off valves, your caretaker will know where to look.

## **RECYCLING**

Recycling programs will vary depending on your location and residence. Please check with your on-site caretaker or manager for the recycling program for your home. LESSEE(S) will abide by all posted recycling regulations.

## **REFRIGERATORS**

If your current refrigerator is not frost-free please defrost if there is approximately one inch of frost in the freezer. Do not use sharp objects to remove ice/frost from the freezer walls, as they will puncture the freezer walls. If your refrigerator is frost-free it will require little maintenance. If you experience any maintenance problems with your refrigerator, please contact the on-site caretaker or manager.

## **RENTER'S INSURANCE**

All LESSEE(S) are required to carry renter's insurance. Failure to do so is a direct violation of your Lease agreement. LESSOR is not responsible for any loss or damage or injury that is done to the LESSEE(S) or his/her property, guest or guest property, not otherwise covered by insurance; or for loss of articles by theft from any cause, from premises or building.

## **RENT PAYMENTS**

Rent payments must be postmarked on or before the first day of each month and are considered late on the second day of the month. If rent is not received on or before the due date a late fee will be assessed. CASH payments are not accepted at any time. If you have an unusual or extenuating circumstance that renders you unable to pay your rent on time, please contact the Management office. Special arrangements will be considered for extenuating circumstances only. **ALL RENT AND ANY ADDITIONAL MONIES DUE MUST BE PAID IN FULL. YOU WILL BE HELD RESPONSIBLE FOR ALL COURT COSTS, FILING FEES, AND APPEARANCE FEES, SHOULD IT BECOME NECESSARY FOR MANAGEMENT TO FILE AN UNLAWFUL DETAINER EVICTION ACTON.**

## **REPAIRS (SERVICE REQUESTS)**

Please report your need for any repairs to your residence to the on-site caretaker. Service requests will be forwarded to our maintenance department. Please give your name and telephone number to the person taking your request and please be specific about the nature and the location of the problem.

Only personnel from Management are allowed to conduct repairs or maintenance.

**PLEASE NOTE: TO PROTECT OUR EMPLOYEES PRIVACY: SHOULD IT BECOME NECESSARY FOR MAINTENANCE PERSONNEL TO CONTACT LESSEE(S) DIRECTLY, YOUR PHONE SERVICE MUST ACCEPT BLOCKED CALLS.**

## **SATELLITE DISHES**

Satellite dishes are not permitted at any of the properties.

## **SECURITY DEPOSITS**

All LESSEE(S) are required to pay a security deposit prior to moving in. This deposit is not to be used as rent (STATE STATUTE) and will be returned to you when you vacate if the following conditions have been met:



1. You have adhered to the terms of your lease.
2. You have given the proper notice to vacate. Notice **MUST BE IN WRITING** and postmarked or hand delivered on or before the last day of the month two months prior to vacating.
3. The apartment/residence is thoroughly cleaned and there are no damages.
4. You have returned all keys and garage door transmitters, if applicable, to the on-site caretaker or manager.
5. All monies due have been paid in full.
6. You have resided in residence for at least six (6) months. Per the Lease, LESSEE(S) gives LESSOR permission to retain all of the security deposit received in the event that the LESSEE(S) vacates prior to six (6) months.
7. Per the Lease, a carpet preparation/maintenance fee will be deducted from the security deposit.

Your deposit, plus interest if applicable, will be mailed to you twenty-one (21) business days after the day you have vacated and your Lease has expired.

### **SMOKE DETECTORS**

All apartment homes should be equipped with a smoke detector located on each level. Location of the detector varies from unit to unit but generally detectors are located in the hallway. TESTING: Push button (it may be necessary to hold the button in for up to 30 seconds), the alarm will sound if it is functioning correctly. If you do not have a detector on each level or if detector is not functioning properly, please report it to the on-site caretaker or manager immediately. Minnesota law states: “It is unlawful to remove, tamper or otherwise disturb any fire appliance required.”

### **SMOKING**

Smoking is not permitted in any unit or common area of any apartment building. Common areas include entry vestibules, lobbies, corridors, stairwells, laundry and storage rooms, and attached garages. If, at move-out, additional deodorizing, painting or cleaning is needed due to smoke film or odors, the cost to do so will be deducted from the deposit and/or charged to the LESSEE(S).

### **SNOW REMOVAL**

During snow season please watch carefully for posted notices regarding snow removal. Please make arrangements to have any vehicle parked in a lot moved when necessary. “Snow-Birds”, cars left in the same space for the duration of the snowfall and its removal, will be towed away at car owners expense, if necessary, to clear the parking lot. NOTE: it is not always possible to post exact times of snow removal, especially during periods of extreme heavy snow.

### **SOLICITING**

No soliciting is permitted at our properties. You are encouraged to contact your on-site caretaker or manager if you are aware of any solicitation.

### **SPEED LIMITS**

Reduced speed is required when driving in any common parking area or driveway. Speed should be kept down to 5 – 10 miles per hour to insure the safety of all LESSEE(S) and their children.

### **STORAGE FACILITIES**

Most apartment homes offer storage outside of your apartment. The storage of hazardous materials or illegal property is prohibited. Management is not liable for personal items stored in on-site storage areas. (See Also Renter's Insurance)

### **STOVE/OVEN**

Your stove is electric. Occasionally food may build up on the bottom of the oven. Should this happen it may be necessary for the oven interior to be cleaned. We suggest that you purchase a good commercial oven cleaner and follow all directions carefully.

Some of our apartment homes offer self-cleaning or continuous cleaning ovens. A continuous cleaning oven cleans every time you bake/use the oven. To clean off baked on foods, please first make sure oven is cool to touch then use a mild soap and water solution to clean the interior oven walls. Please refer to owner's manual if you have any questions. When using the burners, please be reminded that electric ranges do not cool down as fast as a gas range when they are first shut off. Please use extra care. **DO NOT USE COMMERCIAL OVEN CLEANER ON A SELF CLEANING OR CONTINUOUS CLEANING OVEN.**

### **SUBLEASING**

Management does not allow the subleasing of any apartment home.

### **TELEPHONE SERVICE**

You must contact the appropriate phone company directly to place your order for new service. If the telephone company must gain access to your residence (usually not necessary) your on-site caretaker or manager can allow them access if they are notified. Please be sure to notify your on-site caretaker or manager of your new phone number. At move-out, please remember to have your service disconnected and, if you have made any alterations (to accommodate a computer or extra line) be sure that the telephone equipment in your residence is returned to its original condition.

### **TRANSFERS**

There will be a \$100.00 charge for any transfer from one residence to another and a new security deposit is required. A two-month written notice of your desire to transfer must be received/post marked by the Management office prior to the last day of the month. Approval of the transfer is at the discretion of management.

### **TRASH DISPOSAL**

Trash dumpsters are located throughout the community for your convenience. Please dispose of all trash properly. Do not send small children to the dumpster with trash, as they are not tall enough and/or strong enough to lift the heavy lids and place the trash in the dumpster. Please remember to close the lids after use.

### **VACATE NOTICES (see also SECURITY DEPOSITS)**

Once you have given your vacate notice, you should receive a confirmation letter confirming your vacate date and an informational letter containing cleaning information and hints for you. All cleaning should be done before checkout time. Once you have given your vacate notice, your residence may be shown to prospective new LESSEE(S).

If one tenant (s) chooses to vacate, but their income was included to qualify, the remaining LESSEE (s) must re-apply to qualify without vacated tenant(s) included. The vacating tenant(s) would remain liable for rent for remainder of the lease. If the remaining Lessee(s) does not qualify on their own, they are in default of the lease and are subject to eviction

### **UTILITIES**

LESSEE(S) are responsible for contacting all utility companies prior to move-in. This includes: electric, phone, and cable services. Some LESSEE(S) may also be responsible for water, trash, sewer, and lawn care/snow removal. Please check with your on-site caretaker or manager for a complete list of utility companies and phone numbers.

### **WASHERS/DRYERS**

Some locations may offer washer/dryer hookups. You must notify Management before you install a washer/dryer. There may be a monthly charge for installing your own washer and dryer. Any repairs for damages caused by your washer/dryer malfunctioning will be charged to your account.

### **WATERBEDS**

Waterbeds are permitted with proof of insurance coverage. The minimum insurance required is \$10,000.

### **WINDOWS/SCREENS**

LESSEE(S) should be supplied screens and windows in good condition upon move-in. The LESSEE(S) will be responsible for any and all damages. WINDOWS ARE NOT TO BE USED FOR ENTRANCE/EXIT TO ANY APARTMENT FOR ANY REASON.

## **TENANTS PLEASE TAKE NOTICE**

Any exceptions to the lease or the rules and regulations require a written request submitted to management for approval.

We cannot accommodate requests or demands for appointments with our management or administrative staff on a “walk-in” basis.

This is a firm policy of the Company due to the particular nature of our business, and cannot be waived.

When necessary, appointments will be scheduled in advance, by telephoning 651-484-0070.

Thank you for your cooperation.

**RPS LEGACY**

I/we the undersigned have received the foregoing containing RPS LEGACY “Rules and Regulations.” We accept this form as a binding part of the attached Lease Agreement.

**NOTE: The foregoing “Rules and Regulations” are a binding part of your Lease. LESSOR may make reasonable changes in these “Rules and Regulations” at any time by giving the LESSEE(S) proper written notice.**

Signed This \_\_\_\_\_ Day Of \_\_\_\_\_ , \_\_\_\_\_.

**LESSEE(S) SIGNATURE**

**ADDRESS & APARTMENT #**

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## **RPS LEGACY'S APPLICATION PROCESS**

In order to maintain the quality of our neighborhood and to assure that people do not use rental units for illegal activity, we have a thorough screening process.

If you meet the application criteria and are accepted, you will have peace of mind knowing that other tenants in this apartment community are being screened with equal care and the risk of illegal activity is reduced. Please review our list of criteria. If you feel you meet the criteria, please apply – we would be happy to rent to you. Also if you have any questions or concerns, feel free ask.

Please note that we provide equal opportunity: we do not discriminate on the basis of race, color, religion, sex, sexual preference, national origin, familial status, marital status, or source of income.

You may be denied if you misrepresent any information on any paperwork. If misrepresentations are found after a rental lease is signed, your agreement will be terminated. We obtain our screening information from Multi housing Credit Control, 10125 Crosstown Circle #100, Eden Prairie, MN.

**\*\*The application fee and Security Deposit are both required to process your application.**

### **APPLICANT SCREENING CRITERIA**

#### **COMPLETE APPLICATION**

**There is a \$35 application fee for each adult. If applicant(s) has/have lived out of state within the last 5 years there is an additional fee of \$20.00.** We will verify driver's license and social security numbers.

#### **RENTAL HISTORY**

**Two years of rental history is required.** You must provide us with all information necessary to contact past landlords (we reserve the right to deny your application if, after making a good-faith effort, we are unable to verify your rental history).

#### **SUFFICIENT INCOME VERIFICATION**

**A two-year employment history is required.** Your gross income must be equal to or greater than three times (3x's) the amount of rent. Income must be verifiable through pay stubs or tax records (self-employment must be verifiable through tax records).

#### **BACKGROUND CHECKS**

Criminal background checks are done on all applicants. Certain criminal convictions will automatically disqualify applicant. Other convictions will be allowed if sufficient time has elapsed.

#### **OCCUPANCY LIMITS:**

|                               |   |
|-------------------------------|---|
| <b>EFFICIENCY APARTMENTS:</b> | <b>2 ADULTS OR 1 ADULT &amp; 1 CHILD</b>          |
| <b>1 BEDROOM APARTMENTS:</b>  | <b>2 ADULTS (MAY HAVE CHILD UNDER 12 MONTHS)</b>  |
| <b>2 BEDROOM APARTMENTS:</b>  | <b>3 ADULTS OR 2 ADULTS WITH UP TO 2 CHILDREN</b> |
| <b>3 BEDROOM APARTMENTS:</b>  | <b>3 ADULTS OR 2 ADULTS WITH UP TO 4 CHILDREN</b> |

Applicants:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

*We reserve the right to revise our applicant-screening criteria at any time.*

# RPS Legacy Smoke-Free Lease Addendum

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

**1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

## **2. Definitions:**

**Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form. Smoking also includes use of an electronic cigarette.

**Electronic Cigarette.** The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

**3. Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

**4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

**5. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

**6. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

**7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smokefree addendum agreements with Landlord. *(In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.)* A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

**8. Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

**9. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smokefree living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smokefree any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

LANDLORD

TENANT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_