

Bye Cables, Inc.

220 North Third Street, Suite 201 Phone 218-828-3999

Brainerd, MN 56401

RESIDENTIAL LEASE

OWNER AND LANDLORD: Bye Cables, Inc., a Minnesota Corporation

RESIDENT*: (List all persons who will live in the residence. All adults must sign this Lease below.)

ADDRESS OF RESIDENCE: 510 North Fourth Street, Brainerd, MN 56401 - Upper Level Apartment

STARTING DATE OF LEASE: _____ **ENDING DATE OF LEASE** _____ **DURATION OF LEASE** _____

NOTICE PERIOD (NOTICE PERIOD is TWO full calendar months plus one day, EVEN FOR LEASES WITH SPECIFIED ENDING DATES, unless this lease states differently).

MONTHLY RESIDENCE RENT: \$ 525 Per Month

OTHER MONTHLY RENT CHARGES \$ 0

TOTAL MONTHLY RENT \$ 525 Per Month

SERVICE CHARGE: \$25.00 ON THE 6TH DAY OF THE MONTH AND AN IMMEDIATE EVICTION ACTION FILED.

UTILITIES INCLUDED IN RENT: Monthly Residential Water and Residential Garbage Service (No Appliances, Tires, Furniture Etc.)

ALL OTHER UTILITIES ARE TO BE PAID BY RESIDENT: **Electricity & Natural Gas.**

AUTHORIZED MANAGER OF RESIDENCE: Conrad Bye VP, Bye Cables, Inc., 220 North Third Street, Suite 202, Brainerd, Minnesota 56401, is the exclusive agent for the Owner of the residence with full authority to administer this Lease of the Owner, to accept service of process, and receive and give receipts for notices and demands.

*Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders

OTHER CONDITIONS

Renters insurance is recommended. Professional carpet cleaning will be deducted from the Security Deposit upon move out if carpet not cleaned to satisfaction of management. Keys not returned will result in \$100 deduction from security deposit. _____

First Month Payment: \$ _____ **CK NO:** _____ **Last Month Paid:** \$ _____ **CK NO** _____
Security Deposit: \$ _____ **CK NO:** _____ **DATE PAID:** _____

I have read, understand and agree to abide by all the terms of this Lease agreement: Pages 1, 2, 3 and 4 and all applicable agreements and addenda. I acknowledge the receipt of a complete copy of this Lease agreement.

_____ Resident Name (printed)	_____ Date	_____ Signature
_____ Resident Name (printed)	_____ Date	_____ Signature
_____ Resident Name (printed)	_____ Date	_____ Signature
_____ Resident Name (printed)	_____ Date	_____ Signature
_____ Bye Cables, Inc.	_____ Date	_____ Signature

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TERMS OF THIS LEASE

A. RENT

- AMOUNT OF RENT:** Monthly rent (as stated above) has been adjusted to reflect the utilities paid by the Resident and the maintenance duties the Resident has agreed to perform.
- PAYMENT:** Resident will pay Management full monthly rent before midnight the first day of each month while this lease is in effect and during any extensions or renewals of this Lease. Check or money order made payable to Bye Cables, Inc., and paid at or mailed to address on first page of this Lease. Rent payment must be made by one (1) check or money order even if there is more than one Resident. If Management collects part of the rent or other monies owed, Management may evict for possession of the unit and property because of unpaid balances
- WHO IS RESPONSIBLE FOR RENT:** Residents are responsible for paying the Rent and any other money due to Management under this Lease or as a result of any breach of this Lease. Each co-Resident is individually responsible for paying the full amount of such debts, not just a proportionate share. As between co-Residents, all are jointly and severally liable for such debts
- LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:** Resident will pay the SERVICE CHARGE of \$25.00 if Resident does not pay the FULL MONTHLY RENT by the 5th day of the month (the date received in the office determines timeliness, not the postmarked date). Fee for a non-sufficient fund check is \$25.00 plus a LATE RENT SERVICE CHARGE with the NSF check to be replaced by a money order or certified check.
- WAIVER OF SET-OFF:** Notwithstanding any claim the Resident may seek to make against the Landlord and Management for any reason whatsoever, the Resident will pay all rent in full and when due pending the settlement or disposition of such claim, and Resident specifically waives the right to make any claims or set-off, either by way of defense or counterclaim, in any action brought to recover possession of the premises.
- TERM OF LEASE:** Duration of this Lease is as stated above. Tenancy runs from the first to the last day of each month, not from the day of occupancy. On termination, Resident, if approved by Management, may elect to convert to a month-to-month Lease (a surcharge may be added to the monthly rent). A two (2) month and one day notice prior to the termination of the Lease or month-to-month Lease is required.
- EVICTIION:** If Resident materially violates any of the terms of this Lease, HE MAY BE EVICTED IMMEDIATELY AND WITHOUT PRIOR NOTICE. In the event that the 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 the 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 any violation of any other section of the Lease.
- DUTY TO PAY RENT AFTER EVICTION:** If Resident is evicted because Resident violated a term of this lease, Resident must still pay the full monthly rent until 1) the residence is re-entered, 2) the DATE THIS LEASE ENDS, or 3) if the Lease is a month-to-month, the next period ends. If the Residence is re-entered for less than the rent due under this Lease, Resident 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.
- UNLAWFUL ACTIVITIES:** Minnesota Statute 504B.171 provides that neither Landlord or Resident will unlawfully allow controlled substances, prostitution or prostitution related activity, use or possession of a firearm in violation of Minnesota Law, or stolen property on the premises. The Landlord will expedite an Eviction Action against you in the event of a violation of the statute.

B. SECURITY DEPOSIT

- Release of the Security Deposit plus interest is subject to the premises being in the same condition when you leave the premises as they were at the commencement of this lease, ordinary wear and tear alone excepted AND there being no default in residents' obligations under the terms of this lease. **Professional carpet cleaning will be deducted from the Security Deposit upon move out.**
- Minnesota Statute Sec. 504B.178, Subd. 8, specifically prohibits using the security deposit as last month's rent. The Security Deposit will be refunded by check made payable to the Resident and mailed to the forwarding address within 21 days after tenancy ends.**

C. USE OF RESIDENCE

- OCCUPANCY AND USE:** Only the persons listed as Residents may live in the residence. Persons not listed as Residents may not live in the residence until there is prior written consent of Management. Residents may use the residence and utilities for normal residential purposes only.
- SUBLETTING:** Resident may not lease the residence to other persons (sublet), assign this Lease or sell this Lease without the prior written consent of Management.
- WATERBEDS:** Resident may not keep a waterbed or other water-filled furniture (including aquariums) in the residence without the prior written consent of Management and verification of waterbed insurance.
- PETS:** Resident may not keep animals of any kind in the residence without the prior written consent of Management and a signed Pet Responsibility Addendum. If permission is given, Management may rescind the right to keep a pet if such pet causes disturbance to Residents or obstructs execution of this Lease. **\$700.00 penalty for violation of the pet policy and immediate eviction.**
- RESIDENT AGREES:**
 - Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet, or to allow his/her guests to do so.
 - Not to use or store on or near the residence any hazardous or explosive substances.
 - Not to interfere in the management and operation of the building.
 - To use the residence only as a private residence, and not to act in any way this is illegal or dangerous which would cause a cancellation, restriction or increase in premium in landlord's insurance.
 - To keep visitor traffic at minimum to demonstrate residence is being used for residential purposes only.
 - Not to smoke or allow smoking inside the residence.

D. CONDITION OF RESIDENCE.

- MANAGEMENT AGREES:**

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- a. To keep the residence in reasonable repair and make necessary repairs within a reasonable time after WRITTEN NOTICE by Resident, except when damage is caused by the intentional or negligent conduct of the Resident or her/his guests.
- b. To maintain the residence complaint with health and safety codes except when a violation of this health and safety codes have been caused by the intentional or negligent conduct of the Resident or guests.
- c. That the residence and all common areas are fit for use as residential premises.
- d. To keep the common areas clean and in good condition. No smoking allowed in any common area pursuant to MN Clean Air Act.
- e. If residence contains a washer or dryer, Resident may use them at their expense. Management does not, nor will not, warrant or service these appliances. If Resident's abuse or negligence causes damage to these appliances, Resident will be responsible for repair costs or replacement.
- f. To provide trash collection, **if so agreed to in the first section of this lease**, for normal residential service. Any excess charges or fees for special pickups will be the responsibility of the Resident.

2. MANAGEMENT SHALL HAVE THE RIGHT TO REPAIR ANY DAMAGE CAUSED BY RESIDENT AND CHARGE THE REASONABLE COST OF SAME TO RESIDENT TO BE PAID AT TIME OF CHARGE

3. MANAGEMENT SHALL NOT BE LIABLE TO RESIDENT FOR LOSS OF HEAT, WATER OR USE OF ANY FACILITIES OF THE RESIDENCE COMPLEX IF SAID LOSS IS DUE TO ANY REASON BEYOND THE CONTROL OF THE LANDLORD.

4. RESIDENT AGREES:

- a. Not to damage or misuse the premises or waste the utilities provided by Landlord or allow her/his guests to do so.
- b. Not to make alterations or additions or remove any fixtures or to paint the premises without the prior written consent of Management.
- c. Not to operate a radio, stereo, television or play a musical instrument at an unreasonable volume or at a time when it will disturb the peace and quiet of other residents, or to act in a loud, boisterous, unruly or thoughtless manner or allow her/his guest to do so.
- d. Not to run electrical cords out of windows or building for any reason whatsoever.
- e. Not to park more than one vehicle for each resident who executes this agreement, if any on the premises. Resident will move any vehicle parked on the premises at least once every 48 hours. Vehicle includes autos, pick-ups, camper, trailers, and boats. All vehicles must be currently licensed.
- f. To keep the residence clean and orderly, particularly during the period it is being shown to prospective residents.
- g. To give WRITTEN NOTICE to Management of any necessary repairs.
- h. To IMMEDIATELY TELEPHONE AND GIVE WRITTEN NOTICE to Management of radiator leaks, running toilets, dripping or running water faucets, roof leaks, or other serious conditions requiring immediate attention.
- i. To pay for telephone service and to supply listed or unlisted home and work telephone numbers to Management.
- j. To have curtains on all shower rings, and one curtain on the window side of all tubs.
- k. To be responsible for paying for all utilities as specified in first section of this Lease.
- l. To maintain lawn and shrubs in a reasonable manner, to include spring and fall cleanup and proper disposal thereof (not with normal trash).
- m. To keep the steps, sidewalks and driveways clear of ice and snow and any other objects, which could disrupt someone's passage.
- n. Not to smoke or allow others to smoke inside the residence.
- o. No barbecue grills or similar items shall be used on any deck or patio.

5. RESIDENT ACKNOWLEDGES THAT THE LANDLORD HAS PROVIDED A WORKING SMOKE DETECTOR AND THAT IT IS THE RESIDENT'S RESPONSIBILITY TO CHECK IT MONTHLY AND REPORT ANY PROBLEMS IN ITS FUNCTION.

E. DURATION OF LEASE

- 1. FAILURE TO GIVE POSSESSION:** If Management cannot deliver possession of the premises to Resident on the first day of the Lease term, due to the holdover by a previous Tenant, or due to other causes beyond Management's control, Resident waives any claim against Landlord or Management for damages Resident incurs as a consequence of the failure to deliver possession. However, Resident shall not be obligated to pay rent until possession is delivered, and that month's rent shall be prorated to the date of such delivery.
- 2. DESTROYED OR UNLIVABLE RESIDENCE:** If the leased premises are destroyed or so damaged as to be unfit for occupancy due to fire or other causes, Landlord 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 such destruction is caused by negligence of Resident, or their guests, then Resident shall remain liable for rental payments for the full term hereof. If the destruction or damage was not Resident's fault and management cancels this Lease, rent will be prorated and the balance will be refunded to Resident.
- 3. MOVING OUT BEFORE LEASE ENDS:** If Resident moves out of the residence before the DATE THIS LEASE ENDS, Resident is responsible for rent and any other losses or costs including, but not limited to, court costs, attorney's fees, break lease fees per addendum.
- 4. TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If Resident wishes to move out of the residence on DATE THIS LEASE ENDS, Resident must give Management written notice equal to the notice period. If Resident fails to give proper notice Management may a) extend the Lease for one month and adjust the rent. If the Resident stays in the residence after the date this Lease ends with the approval of Management, and Resident and Management have not renewed this Lease or entered into a new Lease, this Lease shall apply under its original terms except a) the duration shall be changed to month to month, and b) Management may raise the rent.
- 5. TERMINATION AND ALTERATION O MONTH-TO-MONTH LEASE:** When the Lease is month-to-month, Management and Resident may terminate the Lease only by giving the other party WRITTEN NOTICE equal to the Notice Period. A notice to cancel a Lease is effective on the last day of a month. Management may change any of the terms of a month-to-month Lease, including the amount of rent and late fees, by giving Resident written notice at lease equal to the notice period.
- 6. CHECKING-OUT OF RESIDENCE AT END OF LEASE:** Resident will move out of residence by 12:00 noon on day Lease ends. If Resident moves out after this time, Resident shall be liable to management for any resulting losses, including rent, court costs, attorney's fees, and expenses incurred by Management or incoming Resident due to the delay. In addition, a charge of \$45.00 per day will be assessed for each day Resident remains after last day of the Lease expiration date.

F. RIGHTS OF LANDLORD:

- 1. EVICTION ACTION:** Landlord reserves the right to initiate an eviction action at any time the rent is past due. Rent is due by the first day of the month.

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2. **ATTORNEY'S FEES:** If Landlord brings any legal action against Resident, Resident must pay Landlord's attorney fees and court costs even if rent is paid after the legal action is started.
3. **LANDLORD'S RIGHT TO ENTER:** Except as provided by statute, Landlord or Management may enter the premises rented by a tenant only for reasonable business purpose and after making a good faith effort to give the tenant notice under the circumstances of the intent to enter.
4. **LEASE IS SUBJECT TO MORTGAGE:** The building may be mortgaged or may be subject to contract for deed. Resident agrees that the rights of the holder of any present or future mortgage is superior to Resident's rights. For example, if a mortgage on the building is foreclosed, the person who forecloses on the building, may, at their option, terminate Resident's Lease.

G. LIABILITY OF RESIDENT AND MANAGEMENT

1. **LOSS, DAMAGE OR INJURY TO RESIDENT OR HIS PROPERTY:** Resident shall not make claim against Landlord or Management for or on account of loss or injury or damage sustained by or from insects, pests, fire, water, wind, or any other acts of God, deluge, overflow, sewer back-up, or from malfunction or breakdown of appliances in residence, or failure to furnish heat through any malfunctions of boiler or heating plant or any interruption of any cause, or laundry room equipment, howsoever coming or being, within said premises or for loss of any article from said building, grounds, parking lot or garage. Resident shall not make claim for any loss of any articles by theft or from any other cause. It is expressly agreed that Resident shall be solely responsible for the security of Resident's possession regardless of whether said building shall have any form of security system. Resident acknowledges that Landlord or Management shall not be responsible for preventing the entry of a person or persons into the building or the Resident's dwelling. Management recommends that Resident obtain Renter's insurance to protect against injuries or property loss or 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 residents, guests, intruders or trespassers), who are not under Landlord's control
3. **RESIDENT SHALL REIMBURSE LANDLORD FOR:**
 - a. Accidental lock-outs (\$25.00)
 - b. Any loss, property damage, or cost of repair service including plumbing problems, caused by negligence or improper use by Resident, his/her agents, family or guests.
 - c. Any loss or damage caused by doors or windows being left open including increased heating costs.
 - d. All costs Landlord has because of abandonment or other violation of the Lease by Resident, such as costs for advertising the residence.
 - e. All court costs and attorney's fees Landlord has in any suit for eviction, unpaid rent, or any other debt or charge.
 - f. All costs of reconditioning the premises at the time Resident vacates, including, but not limited to cleaning, carpets, and any damages incurred by Resident beyond ordinary wear and tear.
4. **WHEN PAYMENTS ARE DUE:** Late fees, cleaning expense, damage expense, legal fees and other than rent, are due when Management makes demand therefore. Management does not give up its right to any money owed by Resident because of Management's failure or delay in asking for such payment. Management may demand such payment owned by Resident before or after Resident vacates the premises.

H. MISCELLANEOUS

1. **RESTORATION FEE:** Upon vacating, Landlord may, at their option, charge a restoration fee to those Residents residing in the residence for less than six (6) months a fee equal to one month's rent; and if less than one (1) year a fee equal to one-half month's rent.
2. **NOTICES, BUILDING RULES AND ATTACHMENTS: NO ORAL AGREEMENTS:** Any attachment to this Lease is part of this Lease. If a term of any attachment conflicts with any term of this Lease the attachment will be controlling. Landlord and Management's building rules are a part of this Lease, and either may make reasonable changes in these rules at any time by giving Resident written notice. No oral agreements have been made. This Lease and its attachments and other written agreements are the entire agreement between Resident and Landlord. Neither the Landlord nor its agent has made any promises or representations except those made in writing. Application is a part of this Lease.
3. **RENTAL OF RESIDENCE AS IS:** Resident acknowledges that residence has been inspected and agrees to take occupancy in an "as is" condition without any liability or obligation on the part of the Landlord to make any alterations or improvements in or about the residence during the terms of the Lease.
4. **ABANDONMENT OF THE PREMISES:** Resident shall not vacate or abandon the lease premises during the term of this Lease, but it Resident shall abandon, surrender or vacate the premises during the period of the Lease, or be dispossessed by process of law, or otherwise or after termination of Lease (12:00 noon the last day of Lease) any personal property belonging to the Resident left on the premises, shall be deemed to be abandoned at the option of Landlord and disposed of according to statute.
5. **CLEANLINESS OF RESIDENCE DURING SHOWING TO RE-RENT:** Management reserves the right to show the premises to prospective new Tenants on reasonable notice to Resident. The condition of the residence must be clean and orderly throughout the period of showing for re-renting. If first request to keep the residence presentable is disregarded, a professional cleaner will be hired at cost charged back to Resident. Resident will arrange activities so that residence is available to show during the day and early evening.
6. **FALSE OR MISLEADING RENTAL APPLICATION:** If Management determines that any oral or written statements made by Resident in the rental application, or otherwise, are not true to complete in any way, then Resident has violated this Lease and may be evicted.
7. **NOTICE:** Notice pursuant to this Lease is effective either upon delivery or a writing to the other party, or upon depositing a writing in the US Mail addressed to the last known address of the other party.
8. **LANDLORD AND TENANTS: RIGHTS AND RESPONSIBILITIES** booklet is available from the Office of the Minnesota Attorney General.
9. Tenant confirms the accuracy of all statements made in Tenant's rental application.
10. Tenant shall fully and promptly cooperate with management in completing management's "inspection checklist" at commencement and at end of Lease.