

# Apartment Management Co., LLC (the mgmt. co.)

2905 East Dean Parkway  
Minneapolis, MN 55416-4424  
612-922-4312 or 612-926-RENT

Bldg. Letter & Apt. # \_\_\_\_\_  
(use in upper left hand corner of rental checks)

Make checks payable to: \_\_\_\_\_  
(building owner)

Apartments of Distinction in the Minneapolis Lakes Area \_\_\_\_\_

## Rental Application and Agreement (consisting of 2 sides)

A large copy version is available upon request

Name \_\_\_\_\_ Today's Date \_\_\_\_\_ Present Phone # \_\_\_\_\_  
First Middle Last  
 Present Address \_\_\_\_\_ How Present Address \_\_\_\_\_ Landlord \_\_\_\_\_ Phone# \_\_\_\_\_  
(Include City & Zip)  
 Previous Address \_\_\_\_\_ How Previous Address \_\_\_\_\_ Landlord \_\_\_\_\_ Phone# \_\_\_\_\_  
(Include City & Zip)  
 Bank \_\_\_\_\_ Acct. # \_\_\_\_\_ Auto model/Color \_\_\_\_\_ Lic. Plate # \_\_\_\_\_  
 Auto brand/Year \_\_\_\_\_ & State \_\_\_\_\_  
 Employer \_\_\_\_\_ Address \_\_\_\_\_ Work # \_\_\_\_\_  
 Position \_\_\_\_\_ How Long? \_\_\_\_\_ Supvr. \_\_\_\_\_ Tel. # \_\_\_\_\_  
 In case of emergency, please notify: (parents/relatives)  
 Name \_\_\_\_\_ Address \_\_\_\_\_ DL # & State \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Tel. # \_\_\_\_\_

How did you hear about us? \_\_\_\_\_ SS # \_\_\_\_\_ Birth Date \_\_\_\_\_ # of unlawful detainers since 2007 \_\_\_\_\_

### RENTAL AGREEMENT

I agree to rent apt. # \_\_\_\_\_ located @ \_\_\_\_\_  
 "Initial rental period" from \_\_\_\_\_ to \_\_\_\_\_ @ rate of \$ \_\_\_\_\_ /Month + elec. & phone  
(Month & Year) (Month & Year)

Parking @ \$ \_\_\_\_\_/mo. Opener Deposit \$ \_\_\_\_\_ Gar./Stall # \_\_\_\_\_ Key # \_\_\_\_\_ Locker # \_\_\_\_\_  
 Additional terms/comments \_\_\_\_\_

### RENTAL TERM INCLUDING DEFINITIONS

The "Initial Rental Period" of \_\_\_\_\_ months is the term and time necessary for resident to live in and rent, and be able to receive full security deposit refund including interest. The "Notice Period" of 40 days prior to month end is the minimum time necessary to terminate the Rental Agreement excepting "Initial Rental Period" and provisions as shown in the paragraph, "Proper Notice." During the "Locked in Period," Nov. 1 through Mar. 31, residents may not move, provided MANAGEMENT gives proper notice to each resident each year (504B.145).

- **RENTER'S INSURANCE AND LIABILITY INSURANCE** including "Owners, Landlord & Tenants Policy" is management recommended for resident's financial protection. It is inexpensive and might insure against accidental damages resident (res.) incurs, along with protecting resident's (res.) personal property and assets.
- **PER MN STATUTE 504B.181**, service of court papers or demand can be made to owner/MANAGEMENT @ address of Mgmt. listed at top of agreement, c/o Stan Kagin, Mgr.
- **RESIDENT ACCEPTS APARTMENT IN "AS IS" CONDITION**, except for any written stipulations signed by Management for which the rental agreement is signed.

### TERMS AND CONDITIONS

If res. provides FALSE INFORMATION, this rental agreement may be cancelled at Mgmt. option, and resident(s) caused to leave the apartment with min. 30-day notice. All other contractual obligations remain. **This Application and Rental Agreement must be signed and approved by Management's business officer.**

COPY of Resident's Legal Rights including MN Statutes is available at main office during business hours and upon advance notice or may be obtained from the State Attorney General's Office (1400 Bremer Tower, 445 Minnesota Street, St. Paul, MN 55101, 651-296-3353).

NO WARRANTIES on equipment/appliances/air conditioners, implied or otherwise, for continued function as needed by the resident. Resident will not hold landlord responsible for any damages as a result of non-functioning equipment unless negligence is proven in a Court of Law. Surface wired phone jack extensions not warrantied. Storage locker availability is not guaranteed. Parking stalls not guaranteed.

**RENT** is due in Management's office by the first of each month by check or money order only. **No cash. A late fee of \$35 is added to rent not received in full in the office by the 4<sup>th</sup> day of the month or postmarked before the 1<sup>st</sup>. A second additional late fee for unpaid rent of \$15 is added after the 9<sup>th</sup> day of the month. Late fee maximum is 8% of rent due. There is a \$15 charge for any returned checks; plus returned checks are considered late rent.** Residents are required to pay rent until the end of the term of the Rental Agreement even if the resident(s) are evicted for good cause including the loss of right of possession to the apartment. Resident still retains contractual duty to pay rent. **Each resident is responsible for the full rent and security deposit.** Management does not give up rights to collect rent, late fees, or other claims for its failure to ask them at the time due.

Resident(s) must **VACATE** apt. by **noon, the last day of the month**. Not moving by noon will cause a min. charge of \$50. Resident must leave apt. in **clean condition**, return all **original keys**, and leave **forwarding addresses** (not P.O. boxes) with the management office. Mgmt. will provide a **"How to Clean"** notice upon Management receiving res. termination notice. If res. doesn't receive this information, please call the Management office. This procedure is necessary for security deposit refund.

Applying res. signature(s) below gives Apartment Management Company permission to perform a background/credit check and verify the information applicants have provided in this Application/Rental Agreement, and after vacating, gives management company right to use above information to locate and collect debts. **Resident agrees to follow the terms of this Agreement, which is an agreement between the owner and the resident, and be responsible to pay Mgmt. Co. for damages.**

_____	SECURITY & CLEANING DEPOSIT .....	\$ _____
Signature of Applying Resident	GARAGE OPENER DEPOSIT .....	\$ _____
_____	FIRST MONTH'S RENT (required before keys released)	\$ _____
Signature of Applying Resident	TOTAL .....	\$ _____
Mgmt. Co. Officer Approval _____	LESS DEPOSIT W/ APPLICATION .....	\$ _____
Date given/mailed to resident on _____ by _____	BALANCE DUE .....	\$ _____

## RESIDENT REQUIREMENTS REGARDING SECURITY DEPOSIT AND NOTICE

SECURITY DEPOSIT (S/D) is due when resident applies for an apartment. If resident and management agree to delay payment of S/D, then 1<sup>st</sup> dollars received from applicant go toward S/D until paid in full. Interest on S/D money begins after entire S/D is paid in full. S/D returned if application not accepted. If S/D check funds are not available Mgmt. may terminate or enforce rental agreement at Mgr.'s discretion effective with written notice to the applicant. There will be deductions for, but not limited to, apartment restoration beyond normal wear and tear, lost keys, damage to building, Eviction Actions costs, court visit costs, smoke-damages, disturbing odors, bed bugs/other infestation removal, auto leaks, etc. Applicant acknowledges that pre-lease deposit submitted with application will be returned within seven (7) days if the application is not accepted. If application is accepted, pre-lease deposit will be applied to the required security deposit amount.

If notice is given for a date prior to the end of the "Initial Rental Period" or in a "Locked-In Period" of time and is given with signed mgmt. approval (see PROPER NOTICE), resident is still liable to landlord for all deductions, and not limited to: all costs of re-renting, advertising (\$30 minimum), redecorating, bookkeeping fee, rent during the Notice Period and discounts or concessions given in connection with the rental and rent to end of period. If costs exceed the S/D, resident(s) will be held liable for the excess. Minnesota Statute 504B.178 states that S/D cannot be used by the resident for the last month's rent and forwarding address must be given to Management for S/D to be sent.

PROPER NOTICE to terminate Agreement is written/signed notice to be received by Apartment Management Co., LLC a **minimum of 40 days before the last day of the termination month** provided the "Locked-In Period" and the "Initial Rental Period" has ended. Residents, when "Locked-In Period" and "Initial Rental Period" has ended, are on a month-to-month basis, excepting the giving of a 40-day written "proper notice" to terminate Agreement. During the "Locked-In-Period" and the "Initial Rental Period", no rent increases will be given, no vacating allowed, and the Rental Agreement will not be terminated except for violation of this Agreement or law. Termination for violations does not cancel resident's contractual obligations. Vacate notices from Management to residents will follow the same time requirements.

GARAGES, if rented, become part of Rental Agreement and notice to terminate one is to terminate both, unless there is written mutual agreement. NO AUTO REPAIRS/OIL CHANGES to be performed anywhere on premises. Auto leaks must be cleaned up by resident immediately and leaks repaired prior to continuance of parking in the garage or exterior parking. Refusal, at mgmt. option, leads to loss of garage use w/o canceling other contractual duties. All vehicles must be operable and properly licensed at all times or vehicle can be towed per ordinance 538.80. Leaks from auto causing clean-up are at res. exp.

ALL ROOMMATES are responsible for the Rental Agreement, each and/or all individually and together. If a roommate gives proper notice, other roommate(s) must replace that portion of S/D immediately, so that total of S/D remains in effect. Resident(s) allowing person(s) not listed on Rental Agreement to stay or move in apartment more than 10 days OR SUBLETTING of apartment are in CONTRACTUAL VIOLATION, and are considered a resident at an additional cost of single person discount rate.

DAMAGE/RESPONSIBILITY. Light bulb and fuse replacement is responsibility of resident unless fault of building system. Residents are fully responsible and liable for costs & damages caused by themselves, their family, guests, pets, etc., including, but not limited to, bed bugs or other infestations removal, carpet burns, pet dander, stains, odors not removable within 72 hours, failure to clean, physical damage to the building or its property, attorney fees for enforcing Rental Agreement, all court fees, all collections costs, and damages due to neglect in reporting problem to Mgmt. office. Payment for damages and service calls necessitated by resident/guest actions during residency are due and payable within 10 days of billing. Resident puncturing refrigerator due to improper defrosting/cleaning, etc., is responsible for replacement cost of equal quality and brand of appliance. Damages based upon replacement cost, if repair cannot become a part of the original, both cosmetically and structurally. Residents are responsible for heat loss if they fail to close all windows and storms during the heating season incurring a charge of \$3/day during heat loss + \$25 service call to close windows. Residents with building thermostats in their apartments are responsible for \$15/day, or part thereof, heat bill for failure to close storm and inner windows, + \$25 service call to close windows. Residents agree for Mgmt. Co. to replace carpeting/revarnish floor and paint walls/ceilings at resident's cost if a pet is brought into apartment.

## RESIDENT(S) AGREE TO FOLLOW THESE TERMS AND CONDITIONS (CONT.)

COMPLIANCE with all existing laws and ordinances affecting building is required

NO WATERBEDS allowed in the building, NO GRILLING within 30-feet of building

NO SMOKING/DRINKING alcohol in common areas of building/social room

NO LOCK CHANGES/ADDITIONS to apartment/building by resident's decision

NO OPEN STORM WINDOWS OR INSIDE WINDOWS in heating season per ordinance 244.720

NO KITCHEN GARBAGE BUILDUP allowed per ordinance 244.700

NO SMOKE DETECTOR OR CARBON MONOXIDE DETECTOR disconnection allowed

REFRIGERATOR/FREEZER DEFROSTING required prior to 1/2" of ice buildup

**NO DRANO-LIKE** products used by residents to unplug drains

NO KEYS to building/apartment given by resident to non-residents

RESIDENTS CAUSING DISRUPTION OR DISTURBANCES to others violate this Rental Agreement

NO SHOWERHEAD REPLACEMENT by resident. There shall be a \$50 charge for water consumption and re-replacement of approved style.

Resident agrees to RETARD & PREVENT DAMPNESS/MOLD conditions, i.e. moisture on window or bathroom surfaces. Resident responsible to notify office immediately of water leak in area of control or use; or if evidence of mildew-like growth occurs; and to remove same if removable by household cleaners.

EXTERNAL ANTENNAS, SATELLITE DISHES are NOT allowed except in resident "exclusive use area."

VIOLATING TERMS of this Rental Agreement may cause termination (RE-ENTRY) and/or eviction of resident(s) without prior notice. Resident is still bound by other terms of Rental Agreement.

RESIDENTS WILL NOT PREVENT MANAGEMENT from performing its normal operations, including pest control, maintenance/repair.

NOTICES are properly given to resident by leaving a copy under apartment door and are effective immediately.

RESIDENTS MUST COMPLY WITH BUILDING RULES as they are part of this Agreement, which can be changed from time to time.

NO PAINTING/PATCHING of holes/wallpapering/gluing/taping to walls or use of contact paper by resident(s) allowed AND only small nail holes are allowed in walls/nothing over 25 lbs. hung from walls.

NO AIR CONDITIONERS allowed in windows from October 1 to April 1. During summer season, A/C installation to have A/C tipped outward and downward and to have storm placed down upon A/C unit. (Ask office for A/C installation instructions prior to purchase or installation. A/C recommendation under 10 amps.) A/C must not sit on window frame, and must follow office instruction policy.

WOOD FLOORS must be covered (75% minimum) by area rugs/carpets, particularly in traffic and furniture areas within one (1) week of move in. FURNITURE not on carpet must have felt pads on feet.

ALL SHOWER RODS must have standardized shower curtains, some bathrooms requiring two, (if window in tub area) and (if two rods exist) damages at res. cost.

MAINTENANCE REQUESTS – Notify Management office in writing with maintenance requests. If an emergency occurs, call Mgmt. office immediately, or res. mgr. if Management Co. does not respond immediately. Call 911 first if life threatening conditions exist or if other residents, non-residents are a problem. Damages caused by resident neglect or the intentional waste of utilities are chargeable to resident. If maint. request not completed promptly, resident must notify the office in writing. Lack of completing necessary repairs is not grounds for rent withholding unless state law is followed.

MATTRESSES, COUCHES, FURNITURE disposed at building dumpsters at resident's expense. This also includes electronics, hazardous waste, carpet and computers.

RESIDENTS PAYING LATE RENT after 4<sup>th</sup> of month twice in a 4-month period can be required by management to pay by cashier's check or money order.

## MANAGEMENT/OWNER RIGHTS

RESIDENT WAIVER – Prior to or after commencement of an action to recover possession for nonpayment of rent, parties agree that partial payment of rent, accepted by management prior to issuances of the order granting restitution of premises (504B.291) may be applied to balance due and does not waive landlord's action to recover possession of premises for nonpayment of rent.

RIGHT OF ENTRY – Management and its authorized agents, have the right to enter the apartment at any reasonable time to inspect, improve, maintain or repair the apartment after termination notice has been given by either party. Upon either party receiving termination notice, the apartment will be shown to prospective residents between the hours of 9 AM and 7 PM daily. Prevention after notice by resident of Management showing the apartment to a prospective resident can result in current resident's liability, at Mgmt. discretion, for an additional notice period. Resident will be notified of this liability.

OWNER'S OR MGMT.'S LIABILITY – Owner or Mgr. will not be liable for any damages/losses to resident or resident's guests of their property due to, but not limited to, utility loss, water leaks, fire, or other disasters, including property in lockers and common areas, unless negligence is shown in court of law. Resident responsible for guests damages on property.

INVALID PROVISIONS – If any of the terms or conditions of this Rental Agreement does not comply with applicable State law, the other terms or conditions of this Agreement will still be valid.

LAWFUL SEIZURE FROM ANY APARTMENT of any illegal object or substance totaling at least \$100 constitutes unlawful possession by the resident, and yields termination of Rental Agreement.

NON-RENEWAL of rental agreement with "proper notice" is right of management in its full discretion.

If apartment is destroyed or unfit to live in due to any cause, Management may cancel Rental Agreement immediately and rent balance proration will be added to Security Deposit.

If Management can't turn over the apartment at the beginning date of Rental Agreement, new resident cannot sue of damages, and Management agrees not to charge new resident for prorated amount.

Resident moving out late can be held liable to new resident and landlord for damages, including rent, court fees, attorneys fees, and costs incurred by new resident.

Management/Owner not responsible for damages or injury done to residents, their guests/resident's property, for acts of third parties, loss or damage of premises from interruption of utilities or factors beyond Management's control.

## FEES AND CHARGES

\$50 for each non-returned parking decal

\$50 bookkeeping fee on re-rentals within Initial Rental Period or lease changes

\$36 per hr. cleaning fee, min. or cost thereof, the greater of the two

\$90/hr. (1 hr. min.) + parts during non-ofc. hrs. for service call requested by or due to resident's action

\$60/hr. (1 hr. min.) + parts during hrs. for service call requested by or due to resident's action

\$60 smoke detector or carbon monoxide removal by resident

\$15 each CRP replacement or returned check fee

\$35 min. per courthouse visit/appearance by Management Co. or owner's representative

\$60 charge for replacement key picked up and paid for at office during non-office hours

\$90 min. (or cost, if higher) commission/salary repayment if move-out during Initial Rental Period

\$60 for each lock change necessary for normal function of bldg. security for non-return of all original

keys (schedule in office). This includes locks that key has access to.