

MANAGEMENT PLAN BASIC REQUIREMENTS

Please refer to the following links for Minneapolis' license requirements for rental property:
http://www.minneapolismn.gov/inspections/rental/inspections_rentlicenseapp



Samples of forms that we will require you to use are noted with * and are included in this document.

Rental Property Address: 3506 Girard Ave North, MPLS, MN 55412

Owner Name (person-required): Rae A. Jones (previously Rae A. Kuttelson)

Company Name: n/a

Owner Full Street Address (not the rental property address): 712 26th Ave NE MPLS, MN 55418

Owner Phone: 612-619-2513

Owner Email: Raigutt2@aol.com

Licensee Name/Company (required if different from manager and owner): n/a

Full Street Address (not the rental property address):

Phone:

Email:

Property Manager Name (required if different from Licensee and Owner): n/a

Full Street Address (not the rental property address):

Phone:

Email:

YES / NO This plan applies to ALL of my rental properties in Minneapolis.

All parties with an ownership, management or license interest in the properties are required to enroll in the MPD's email Action Alert system. Therefore, we require that this form be filled out and returned by email. You may also mail it to the MPD representative indicated in the mailed notice you received, or fax it to his/her attention (612-673-2750).

PURPOSE

This Management Plan is the foundation of the working relationship between the Rental License Holder and the Minneapolis Police Department. It is intended to assure that community standards will be upheld, and that all applicable laws and ordinances related to rental property will be followed.

TENANT APPLICATION AND SCREENING

1. Applicants will be required to give their consent for a criminal history check, rental history profile and Unlawful Detainer history check. Rental license holder will employ the following applicant screening service to perform background check:

Company: Screening Reports

Mailing Address:

225 1st Ave N
Mpls, MN 55401

Email: phone 763-315-0801

2. The following background information on applicants is provided by this company: Rental, Employment Credit, Criminal (Open cases and convictions) All arrests reviewed on www.mn.courts.gov
3. I use the following criteria when accepting tenants with a criminal history (specify types of crimes, time-frame where convictions or patterns of arrests are unacceptable): access public for pattern behavior
No criminal history beyond Gross Misd, Arrest history, record for pattern behaviors
4. I am aware of Mpls Ordinance 244.1910 Tenant Screening Application Fees, and charge all applicants this fee. **AGREED** 2 occurrences in 5yr period are grounds for denial
5. See **Rental Application Denial Form*** following this questionnaire. I will use this form, or a form with selected criteria from the form when receiving applications, and provide it to applicants. **AGREED**

LEASE PROVISIONS

6. I use the lease available from
 Minnesota Multihousing Association
 Minnesota Bar Association Standard Residential Lease
 Minnesota Association of Realtors
 If none of the above, I have attached/provided a copy of my lease.
7. The term of our rental agreement/lease is
 month-to-month six months annual other: _____
8. I/we issue written warnings for the following conduct/lease violations by residents and/or their guests: yes Agreed
9. I/we give notice to vacate to residents for the following conduct/lease violations by residents and/or their guests (see 244.2020 (a) 1-7 for incidents which qualify for conduct violation notices) : **AGREED - yes**
10. I will file for and pursue an eviction if residents in violation of the lease who are given notice do not move. **AGREED - yes**
11. I will visit this property, or have my employees visit it, at least weekly, to monitor the activity of residents and their guests. **AGREED - yes**
12. If you discover that someone has moved in with a tenant without your permission, how do you deal with it? Issue a lease violation indicating 3 days for persons to move to avoid termination of the lease.
13. I will use the **Crime Free Lease Addendum*** (p. 10) or have equivalent language in my lease, that the tenant must read and sign before moving in. **AGREED - yes**
14. I will use **Resident Conduct Rules*** (page 7) and **Building Rules*** (page 8), with provisions applicable to my property, that the residents must read and sign before moving in. **AGREED** I have provided our "house rules" for review

MONITORING AND INSPECTIONS

In order to ensure that the property remains a safe and healthy environment for tenants and neighbors, adequate monitoring and inspections of the property are essential. Monitoring needs to address both the physical condition of the property and the conduct of tenants.

15. I will use the Minneapolis Police Department's standard written **Trespass Notice Form*** (page 5) when ejecting persons who are not tenants from the property? **AGREED - yes**

16. I will submit the Minneapolis Police Department's No Trespassing sign **Affidavit*** (page 4) to the Crime Prevention Specialist assigned to the area of my property to authorize the use of city-issued No Trespassing Signs. (Refer to the map on page 17 for **Crime Prevention Specialist*** area assignments.) **AGREED - yes**

17. If you have a building manager, have you done the required background check required under **Minnesota Statute 299C.68** (Kari Koskinen Background Check Law)? **yes - background has been cleared on Managing Agent.**

18. I participate in the following local or regional rental property owner/manager group: **Follwell Neighborhood Mtgs, more as I become aware of them. Active on the Northside Crime Prevention page.**

19. I/my agents have attended a Minneapolis City Sponsored Rental Property Owners Workshop on Date: **I/my agents will attend the next workshop scheduled. we will sign up for the Sept 18 or Oct. 16 workshop.**

20. I will take the following steps to prevent further Conduct Violations and criminal activity by my residents and/or their guests: **Regular visits on property, connect with neighbors and hold strict to lease and rules provided.**

21. If a tenant or guest was arrested in the qualifying incident, they must move out and I will not move any so involved to another property I own or manage. **AGREED - yes**

22. I am willing to attend block club or neighborhood association meetings when my property is on the agenda. **AGREED - yes - already currently do.**

NOTE: Licensed rental property contact information is available to the public online (<http://apps.ci.minneapolis.mn.us/AddressPortalApp/>). The MPD routinely encourages block leaders and neighborhood watch participants to lookup the rental property contact information, connect with owners to share observations about their property, and work with owners to resolve problems.

PLAN IMPLEMENTATION

23. I will maintain all written and electronic records necessary to document the above management plan provisions upon request per the ordinance requirement to implement this plan within twenty-one (20) days of being accepted. You may receive an emailed request to confirm the implementation of your plan between 21 and 60 days of its acceptance. **AGREED - yes**

24. Additional comments or questions you might have:

I agree to abide by the provisions I've set down in this management plan.

Owner Name: **Rae A Jones** Date: **7/8/13**

An Equal Housing Opportunity

RESIDENT CRITERIA

1. Three years of favorable, verifiable rental history (non-relative)
2. Must earn 2 ½ times the rent amount.
3. If less than three years of rental history, cosigner required to make three times the rent amount and to have a stable work history.
4. No Unlawful Detainers filed in the last three years. Any Unlawful Detainers for the two years prior to this must be satisfied with proof thereof.
5. Satisfactory credit history. A credit score of less than 550 could result in a double deposit or cosigner required.
6. No criminal history above a gross misdemeanor. (more than 2 occurrences of the same offense in a 5 year time frame will be grounds for denial)
7. Must show proof of ID (i.e. Driver's License, Social Security Card and/or Birth Certificate) for all members of the household.

OCCUPANCY STANDARDS

Effective August, 1998

1 Bedroom	-	2 Persons (Maximum)
2 Bedroom	-	4 Persons (Maximum)
3 Bedroom	-	6 Persons (Maximum)

To: All Property Management Staff

From: Rae Kittelson – Property Owner *Rae A. Jones* married 3/22/13

Re: Management Plan for Problem Tenants/Problem Properties

Date: July 2013

Management has been required to present to our Crime Prevention Specialist at the Minneapolis Police Department the following Management Plan, which is intended to address preventative actions being put in place to help reduce negative behaviors of renters at 3506 Girard Avenue North, Minneapolis. Having put down on paper a procedure we diligently attempting to follow, it seemed appropriate to share with all staff, as a reminder. The property listed on Girard Avenue has been historically marked with criminal activity and was a nuisance to the neighboring properties, it is managements goal to reduce these issues with a strict background check and Management continues to work put plans in place for the future of this property and the safety of its residents.

Initial Tenancy Requirements:

1. Tenant must fill out the attached application.
2. A complete Background check will be completed including criminal. No Criminal record beyond a gross misdemeanor will be accepted. If one is reflected on the background check and the applicant is not able to provide documentation that the charges were incorrectly filed, their application will be denied.
3. Upon approval, the applicant will sit down with Management and go through the lease, rules and regulations and intital a clear understanding of all of the terms and expectations on all partys.
4. Management uses a written lease with a minimum term of 12 months, and requires tenant signatures on a Minnesota Crime Free Multi-Housing Program Lease addendum.
5. The lease will be reviewed for renewal on an annual basis.
6. The preoperty will also be inspected on a quarterly basis.

Other precautionary measures management has implemented with all its rental property:

1. Management has an ongoing monitoring routine for problem buildings/tenants/neighborhoods. Management personally drives by the proeprity and monitors the neighborhood activity.
2. Management monitors the North Minneapolis Crime Watch and Prevention for activity found at or around the property.
3. Where Block Clubs exist, management participates, and freely makes phone numbers available to neighbors to contact Property Management staff.
4. Management has been attending the Folwell Park Neighborhood Meetings to help become familiar with neighbors and build relationships with other concerned people in the neighborhood.

5. Management has introduced ourselves to the neighbors on both sides of the property in an attempt to keep those lines of communication open.

Specific response when notified by the police of problem tenants/properties and in the event that dangerous, illegal or nuisance behaviors occur:

Management will respond to all written or verbal communications/complaints, from police or neighbors, and copy the Director of Housing and Asset Manager. It is important that site/property managers refer ALL such complaints and communications to the managing agent as well.

Management owns/operates several smaller buildings in Minneapolis, and cannot have site staff on the premises at all times. Therefore, the helpful observations of neighbors and police provide critical information for the sound management of these units. Every instance must be looked into, and every neighbor/police complaint needs a response. Even when a situation is sensitive and we are not at liberty to disclose protected data, we should respond to a complainant and let them know that we are working on the matter. Of course, communication with the police department and other law enforcement agencies carries different requirements and potential consequences, which is why serious matters should always be referred to the owner directly.

When detailed information has been collected, senior staff will take one or more of the following actions:

- Issue a lease violation to the party/unit causing the problem, or if the offense is serious and documented, issue a notice to vacate;
- Maintain a watchful eye on the property;
- Advise all appropriate agents to increase awareness of activity at the address;
- Maintain communications with the precinct officer, Crime Prevention Specialist and other Police Department contacts;
- Cooperate with any police action;
- Monitor the situation in the event that additional or more serious issues arise and need prompt attention;
- For any written notices, provide a written response, acknowledging awareness of the issue, advising of responsive actions taken.

MINNESOTA STANDARD RESIDENTIAL LEASE

© Copyright 2011 by Minnesota State Bar Association, Minneapolis, Minnesota. BEFORE YOU USE OR SIGN THIS LEASE, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

The Office of the Minnesota Attorney General certifies that this contract complies with the requirements of Minn. Stat. §325G.31 (1999). CERTIFICATION OF A CONTRACT BY THE MINNESOTA ATTORNEY GENERAL UNDER THE PLAIN LANGUAGE CONTRACT ACT IS NOT OTHERWISE AN APPROVAL OF THE CONTRACT'S LEGALITY OR LEGAL EFFECT.

1 Landlord and Tenant agree to the following terms.
 2 **TENANTS.** (Each adult who signs this Lease is a "Tenant.") _____
 3 _____
 4 **OTHER OCCUPANTS.** _____
 5 _____
 6 **LANDLORD.** _____
 7 The Premises ("Premises") includes dwelling unit number _____
 8 at (street address) _____ (city) _____ MN (zip code) _____
 9 and garage no. _____, storage unit no. _____, parking stall no. _____
 10 **Term of Lease.** (Write number of months or "month-to-month.") _____
 11 **Starting Date of Possession** _____ **Ending Date of Possession (if known)** _____
 12 **Monthly Rent \$** _____ **Security Deposit \$** _____
 13 **Late Fee \$** _____ (In no case may the late fee exceed 8.0% of the overdue rent payment. Minn. Stat. Section 504B.177.)
 14 **OTHER CHARGES (specify)** _____
 15 _____

RECEIPT. RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT
FIRST MONTH'S RENT PAID IN ADVANCE	
FIRST MONTH'S UTILITIES PAID IN ADVANCE (See Choices 3 and 4 below.)	
LAST MONTH'S RENT PAID IN ADVANCE	
SECURITY DEPOSIT PAID IN ADVANCE	
FIRST MONTH'S RENT FOR GARAGE PAID IN ADVANCE	
FIRST MONTH'S RENT FOR STORAGE UNIT PAID IN ADVANCE	
OTHER (Specify) _____, PAID IN ADVANCE	
TOTAL RECEIVED FROM TENANT:	

16 Notice. Under Minnesota law, the landlord of a single-metered residential building is the bill payer responsible and shall be the customer of record contracting with the utility for utility services. Utilities and Services will be paid as follows.

UTILITIES:	Included in Rent		Not Included in Rent; Paid or Billed Separately	
	Choice No. 1	Choice No. 2	Choice No. 3	Choice No. 4
	LANDLORD PAYS SERVICE PROVIDER	TENANT PAYS DIRECTLY TO SERVICE PROVIDER	TENANT PAYS LANDLORD (Reimbursement for separately metered utility or for service for Tenant's Premises with separate billing or account in Landlord's name.) (ADDED TO RENT.)	TENANT PAYS LANDLORD FOR A PORTION OF UTILITIES OR SERVICES (Tenant's Premises does <u>not</u> have a separate meter.) (ADDED TO RENT)
	(Utilities and services are included in rent.)	(Tenant's Premises has a separate meter and separate billing or account in Tenant's name.)		
	>>>>>> CHECK ONLY <u>ONE</u> COLUMN FOR EACH UTILITY OR SERVICE <<<<<<<			
Natural Gas				
Water & Sewer				
Electricity				
Fuel Oil				
Garbage Collection				
Telephone				
Cable Communication				
Association Fees				
Other Utility or Service (Specify)				
NOTE: If either Choice No. 3 or Choice No. 4 is checked for any utility or service, Landlord must complete Part 35 of this Lease before Tenant signs. Caution: Minneapolis and other cities might prohibit the apportioning of utilities (Choice No. 4).			← SEE NOTE IF CHOICE NO. 3 OR CHOICE NO. 4 IS CHECKED FOR ANY UTILITY OR SERVICE.	

56 CHECK APPLIANCES INCLUDED

- | | | |
|----|--|--|
| 57 | <input type="checkbox"/> REFRIGERATOR | <input type="checkbox"/> CLOTHES WASHER |
| 58 | <input type="checkbox"/> KITCHEN STOVE | <input type="checkbox"/> CLOTHES DRYER |
| 59 | <input type="checkbox"/> MICROWAVE | <input type="checkbox"/> WINDOW UNIT AIR CONDITIONER |
| 60 | <input type="checkbox"/> DISHWASHER | <input type="checkbox"/> GAS GRILL |
| 61 | <input type="checkbox"/> TRASH COMPACTER | <input type="checkbox"/> OTHER |

62 The person authorized to manage the Premises is

63 Name _____
64 Street Address, (not P.O. Box) _____
65 City, State, Zip code _____ Telephone _____

66 The Landlord or agent authorized to accept service of process and receive and give receipts for notices is

67 Name _____
68 Street Address, (not P.O. Box) _____
69 City, State, Zip code _____ Telephone _____

70 List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

71 _____
72 _____
73 _____
74 _____

75 **TERMS OF THIS LEASE.**

76
77
78 **1. OCCUPANCY AND USE.** Only the Tenants and Occupants listed above may live in the Premises, except as allowed
79 by law. The Premises, Utilities and Services shall be used only for common residential uses.

80
81 **2. RENT.** Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent at
82 _____ or other reasonable place requested by Landlord.

83
84 **3. LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the fifth day of the month,
85 Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall also pay
86 \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not when mailed or
87 sent by Tenant.

88
89 **4. SECURITY DEPOSIT.** Landlord may use the security deposit
90 A. To cover Tenant's failure to pay rent or other money due Landlord.
91 B. To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

92
93 Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full
94 security deposit with interest or send a letter explaining what was withheld and why.

95
96 **5. EACH TENANT RESPONSIBLE.** Each Tenant is responsible for all money due to Landlord under this Lease, not
97 just a proportionate share.

98
99 **6. TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble)
100 caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

101
102 **7. LANDLORD'S NON-WAIVER.** Payments other than rent are due when Landlord demands them from Tenant.
103 Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after
104 Tenant vacates the Premises.

105
106 **8. ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in a
107 lawsuit about the tenancy.

108
109 **9. PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet
110 before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and
111 complete a second inspection sheet.

112
113 **10. LANDLORD'S PROMISES.**
114 A. The Premises and all common areas are fit for the use intended by Landlord and Tenant.
115 B. Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible
116 conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
117 C. Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or
118 irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

119
120 **11. TENANT'S PROMISES.**
121 A. Tenant shall not allow damage to the Premises.
122 B. Tenant shall not allow waste of the Utilities or Services provided by Landlord.
123 C. Tenant shall make no alterations or additions.
124 D. Tenant shall remove no fixtures.
125 E. Tenant shall not paint the Premises without Landlord's written consent.
126 F. Tenant shall keep the Premises clean and tidy.
127 G. Tenant shall not unreasonably disturb the peace and quiet of others.
128 H. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.
129 I. Tenant shall use the Premises only as a private residence.

- 130 J. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
131 K. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in
132 Landlord's insurance.
133 L. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.
134 M. Tenant shall notify Landlord in writing of any repairs to be made.
135 N. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.
136
- 137 12. **TENANT'S TELEPHONE.** Tenant shall give Landlord the Tenant's home phone number within 2 days after
138 service is started or the phone number is changed.
139
- 140 13. **RESTRICTIONS.**
141 A. **WATERBEDS.** Tenant shall not have water beds or other water-filled furniture on the Premises.
142 B. **PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.
143 C. **LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the
144 lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations,
145 Landlord shall change the locks at Landlord's expense.
146 D. **VEHICLES.** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle,
147 inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of
148 the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the Premises
149 is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles
150 shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store
151 the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.
152
- 153 14. **LANDLORD'S RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose.
154 Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter
155 the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing.
156 The writing must be left in a conspicuous place in the Premises.
157
- 158 15. **DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any
159 injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain
160 Renter's Insurance
161
- 162 16. **NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that
163 might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in
164 writing.
165
- 166 17. **SUBLETTING.** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant
167 shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or
168 delayed.
169
- 170 18. **MOVING OUT OR HOLDING OVER.** Tenant must move out not later than 11:59 p.m. on the Ending Date.
171 If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been renewed
172 nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.
173
- 174 19. **NOTICE IF LEASE BECOMES MONTH-TO-MONTH** If this Lease is or becomes month-to-month, written
175 notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of a month and
176 must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice
177 must be received on March 31 or earlier.
178
- 179 20. **VACATING.** When moving out, Tenant must:
180 A. Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or
181 casualty loss.
182 B. Completely vacate the Premises, including storage units, garage and parking stalls.
183 C. Give Landlord a forwarding address.
184 D. Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers, and
185 tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge
186 reasonable costs to Tenant.
187
- 188 21. **PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.**
189 A. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault
190 or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this Lease.
191 To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the
192 date the Premises became unfit for occupancy.
193 B. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault
194 or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall
195 give prompt written notice to Tenant.
196
- 197 22. **BREACH OF LEASE [RE-ENTRY CLAUSE].** If Tenant materially breaches this lease, Landlord may do these
198 things.
199 A. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up
200 possession, Landlord may bring an eviction action (unlawful detainer action).
201 B. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If
202 Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action).
203 Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's
204 right to evict.
205 C. Bring an eviction action immediately (unlawful detainer action).
206

207 23. **DUTY TO PAY RENT AFTER EVICTION OR SURRENDER.** Rent is due under this Lease even if Tenant
208 surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.
209

210 24. **SUBORDINATION.** This lease is subordinate to any mortgage against the Premises. No new owner or lender shall
211 disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents
212 reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any
213 mortgagee.
214

215 25. **EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal rights and remedies. The
216 use of one or more rights or remedies is not an election of remedies.
217

218 26. **SUBROGATION.** Tenant and Landlord give up all rights of subrogation against the other for loss or damage
219 covered by insurance.
220

221 27. **TERMS.** Where appropriate, singular terms include the plural and plural terms include the singular.
222

223 28. **MISREPRESENTATIONS.** Any materially false statement made by either Landlord or Tenant to the other that
224 induces the signing of this Lease is a breach of this Lease.
225

226 29. **ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS.** Attachments to this Lease, such as
227 Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with its
228 attachments is the entire agreement between Landlord and Tenant.
229

230 30. **NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.
231

232 31. **NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**

- 233 A. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or
234 curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to
235 manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter,
236 deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.
237 B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT. §617.80,
238 Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.
239 C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT.
240 §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.
241

242 The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there is
243 not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.
244

245 32. **LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.**

246 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards
247 if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting
248 pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the
249 dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.
250

251 A. **Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises
252 (If none, state "none.")
253 _____
254 _____
255

256 B. **Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and reports available
257 to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports
258 are available to Landlord, state "none.")
259 _____
260 _____
261

262 C. **Tenant's Acknowledgment.** Tenant has received the records or reports noted in paragraph B., above and a copy
263 of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.
264

265 Tenants' initials _____
266

267 D. **Agent's Acknowledgment.** Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d) and
268 is aware of agent's responsibility to ensure compliance.
269

270 Agent's initials _____
271

272 By signing below, Landlord, Tenant and Agent certify the accuracy of the statements in the above paragraph.
273

274 _____
275 Landlord Date Tenant Date Agent Date
276

277 33. **CHANGES TO LEASE.** Landlord and Tenant may change the terms of this Lease in writing.
278

- 279 34. **SMOKING.** (check one) Tenant may allow smoking on the Premises.
280 Tenant shall not allow smoking on the Premises.
281

282 35. **UTILITIES SERVICE NOTICE.** If any of the utilities or services on Page 1 of this Lease is rebilled Tenant
283

(Choice No. 3) or apportioned by Landlord and billed to Tenant (Choice No. 4), then this Part 35 becomes part of the Lease and must be completed by Landlord.

A. REBILLED UTILITIES (Under Choice No. 3). For each utility or service rebilled to Tenant under a meter or account that provides service exclusively to Tenant's Premises, Landlord shall provide a copy to Tenant of each billing statement from the utility provider.

B. APPORTIONED UTILITIES UNDER A SINGLE-METERED SERVICE (Under Choice No. 4).

(1) Landlord is the customer of record under contract with the utility or service provider and shall pay the provider directly.

(2) Landlord may apportion the utility or service bill among the tenants of the building. The apportionment shall be by following this equitable method or formula [state the formula precisely here, including the frequency of billing for each apportioned utility or service]: _____

(3) Upon request, Landlord shall provide Tenant with a copy of each actual utility or service bill for the building along with each apportioned services bill.

(4) Landlord must provide the following information for each apportioned utility billed to Tenant. For the most recent calendar year [state year here: _____], the actual utility bills in each month were:

MONTH	GAS	ELECTRIC	WATER/SEWER	FUEL OIL	GARBAGE	OTHER
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Column Total						
Monthly Average*						

*NOTE: If this Lease is for one year or more, then Landlord and Tenant may agree to use a monthly average as the good faith estimate of the monthly utilities bill as an annualized budget plan providing for level monthly payments. If Landlord and Tenant agree to a budget plan using monthly averages for payment of these utilities, initial here:

Landlord _____ Tenant _____ Tenant _____ Tenant _____ Tenant _____

In subsequent lease years, Landlord shall give Tenant updated information on apportioned utilities before changing Tenant's budget plan amount.

Instead of filling out the table above, Landlord may attach copies of the 12 monthly bills for each apportioned utility.

(5) Upon Tenant's request, Landlord shall provide Tenant with copies of the actual utility or service bills for any apportioned utility or service for the past two years. However, if Landlord acquired the building less than two years ago, Landlord shall provide copies of bills back to the date that Landlord bought the building.

(6) If the gas, fuel oil, or electric charge is apportioned, Landlord shall notify Tenant by September 30 of each year that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil, or electric bill. This notice shall include the toll-free telephone number of the agency which administers the energy assistance program.

FIRST INSPECTION (MOVING IN) OF [ADDRESS]: _____

		Condition (Check if OK)	Comments
LIVING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	DINING ROOM	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
KITCHEN		Floor	
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
	ENTRY	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
BEDROOM #1		Floor	
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
BEDROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
Misc.			

		Condition (Check IF OK)	Comments
BEDROOM #3	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BATHROOM #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BATHROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
FAMILY ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
LAUNDRY ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
Dryer			
SMOKE DETECTOR			

We have inspected the Premises and have found it to be in the condition noted above.

LANDLORD:

TENANTS:

Date signed: _____

Date signed: _____

LAST INSPECTION (MOVING OUT) OF [ADDRESS]: _____

		Condition (Check if OK)	Comments
LIVING ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	DINING ROOM	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
KITCHEN		Floor	
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
ENTRY	Sink		
	Misc.		
	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
BEDROOM #1	Misc.		
	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BEDROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		

		Condition (Check if OK)	Comments
BEDROOM #3	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BATHROOM #1	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
BATHROOM #2	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
FAMILY ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
LAUNDRY ROOM	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
Dryer			
SMOKE DETECTOR			

We have inspected the Premises and have found it to be in the condition noted above.

LANDLORD:

TENANTS:

Date signed: _____

Date signed: _____

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of the lease of the dwelling unit identified in the attached lease, Property Owner/Manager and Resident agree as follows:

1. Resident, any members of the resident's household, a guest or other person under the resident'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. Resident(s), any member of the resident's household, a guest or other person under the resident'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. Resident 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. Resident, any member of the resident's household, a guest, or another person under the resident's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location, whether on or near the dwelling unit or otherwise.
5. Resident, any member of the residents' household, a guest or another person under the resident's control, shall not engage in any criminal activity, including prostitution, criminal street gang activity, threatening, intimidating, or assaultive 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 landlord, his agent or other residents and/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.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This lease addendum is incorporated into the lease executed or renewed this day between Property Owner/Manager and Resident(s).

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

Management Signature

Resident Signature

Date

Date

Property Name _____ Bldg/Unit # _____ Date Received _____ Received by _____

RENTAL APPLICATION

Applicant Name	D/O/B	SSN#	Relationship
Current Address (Street, Apt. #, City, State, Zip Code)			
Driver License Number	State Issued	Phone #	Email Address
Co-Applicant Name	D/O/B	SSN#	Relationship
Current Address (Street, Apt. #, City, State, Zip Code)			
Driver License Number	State Issued	Phone #	Email Address

Additional Family Members

Name	D/O/B	SSN#	Relationship to HEAD
Name	D/O/B	SSN#	Relationship to HEAD
Name	D/O/B	SSN#	Relationship to HEAD
Name	D/O/B	SSN#	Relationship to HEAD

Emergency Contact (not living in unit)

Name	Phone
Address	

Rental History (at least 2 years)

1. Move in Date	Move out Date	Rent Amount
Current Address		City State Zip
Landlord's Name		Phone
2. Move in Date	Move out Date	Rent Amount
Previous Address		City State Zip
Landlord's Name		Phone

Employment/Income Information (for the past year)

Current Employer or Income Source	Monthly Amount
Address	
Supervisor's Name	Phone

Bank or Credit Reference

Name of Bank or Credit	Account#
Name of Bank or Credit	Account#

Have you ever been convicted of a crime? Yes _____ No _____

If yes, please explain _____

Have you ever lived in any other state besides MN in the last 10 years? Yes _____ No _____

If yes, which state _____ what Year(s) _____

RENTAL APPLICATION DENIAL FORM

Name of Property Owner or Manager

Address _____

Phone Number _____

Applicants Name _____

Applicants Address _____

Applicant's Phone Number _____

Unit Applied For _____

Rental Disqualifications

APPLICATION

- Application incomplete
- Application falsified
- Rent equals more than- % of monthly income
- Insufficient funds for deposit check
- Insufficient fund check for application fee or credit check

RENTAL HISTORY

- Negative landlord reference-current or past rental
- Unable to verify current or past home ownership
- Unable to verify current or past rental
- Late or non-payment of rent-current or past rental
- NSF check(s) used for payment of rent
- Eviction-current or past rental
- Unlawful Detainer-current or past rental
- Property damage-current or past rental
- Lack of proper notice-current or past rental
- Lack of adequate rental history

EMPLOYMENT HISTORY

- Unacceptable employment history
- Unable to verify employment
- Unable to verify income

CREDIT HISTORY

- Unacceptable credit history
- Lack of credit history
- Unable to verify credit references
- Unacceptable credit references

CRIMINAL HISTORY

- Unacceptable criminal history

OTHER

- Unable to rent under terms or conditions requested
- Specify _____

This application was denied due to information from the following Credit Reporting Agency:

Name _____ Phone _____

Address _____ Fax _____

Housing Rules:

1. Tenant is responsible for their guests and the actions of their guests. Parents (tenant or guests) are responsible for their children and the actions of their children. Any damage to the property or violation of the lease will be the tenants responsibly to pay for the repair and/or will reflect on the tenants' rental history through the duration of their tenancy.
2. Only the persons specified on the lease are allowed to reside on the premises. Additional occupants without a complete background check and approval from the landlord will be a lease violation resulting in action up to and including termination of the lease.
3. No names other than those on the lease allowed on the mailbox.
4. Pets are not allowed on the property without written prior approval from the landlord.
5. No children under the age of 13 are to be left alone on the property.
6. Bikes, toys or any yard furniture that are left outside are the tenants' responsibility and if they are stolen will be the landlord will be released of all responsibility.
7. Congregating or loitering on the front steps is not permitted, gatherings should be held on the back patio.
8. Screens shall not be removed from any windows for any reason other than an emergency.
9. No motorcycle, moped or motorized vehicle are permitted on the lawn or sidewalks.
10. No loud music, loud parties or parties after 10 pm will be allowed per city noise ordinance.
11. No Sheets, blankets or newspapers will be permitted to cover the windows. New blinds have been provided on all windows prior to move in and will be replaced by the tenant if broken.
12. Tenant is responsible for placing all trash in the property receptacle. Any trash that is outside of the trash container or found to be in violation of the city garbage ordinances resulting in a fine will be promptly paid by the tenant reflect as a violation for the duration of their tenancy.
13. Tenant is responsible for snow/ice removal with in 24 hours of the cessation of snow fall in the following areas per the city of Minneapolis and the Landlord: Front Walk, Front steps, boulevard in front of the house and 3 foot radius around each garbage receptacle out to the alley. Any failure to comply resulting in a citation from the city will be promptly paid by the tenant and reflect as a violation for the duration of their tenancy.
14. To ensure the safety of all tenants, tenants are urged to call 911 on any crimes in progress, disturbances, disorderly behavior or suspicious activity on or around the premises.

15. Each adult will be provided with one entry door key. Tenants are not to change, alter or add locks or other security measures anywhere on the property without written permission. If you desire different or additional security, contact the landlord, depending on the request, tenant may have to pay for additional security measures.
16. If you repeatedly lock yourself out, you will be charged a minimum charge of \$10 per occasion, payable prior to allowing access into the unit. A charge of \$50 will be charged due to lost keys and the expense of changing the locks.
17. Resident will comply with annual lease renewal and complete all associated with the lease renewal 30 days prior to the expiration of the existing lease. Failure to do so will result in termination of the lease and action up to and including legal action.

I have read the "Housing Rules" and fully understand and agree to abide by the contents.

Tenant

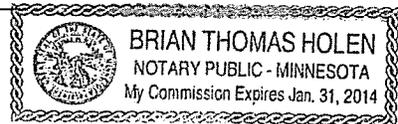
Date

Landlord/Agent

Date

AFFIDAVIT

Name of Business			
Property Address 3506 Girard Ave NORTH; Mpls, MN 55412			Date 7.5.13
Owner/Representative Rae A. Jones Beth Kuttelism			
Subpoena Address 712 26 th Ave NE		City Mpls	Zip Code 55418
			Phone 612.619.2513 or 612.913.2307
To whom it may concern:			
Minneapolis police officers are authorized representatives to enforce Minnesota Statute §609.605 and Minneapolis Code of Ordinances §385.380, Trespass, and to warn and direct persons to leave the property and/or business known as:			
2 story single family home, located at			
Description of property or building			
3506 Girard Avenue North, Minneapolis, MN.			
Address			
This limited authority is granted to the Minneapolis Police Department by			
RAE A. Jones			
Name			
who is the _____ of said property and/or business and who			
owner herein			
Title			
requests the officers to enforce said statute and ordinance on said property, including the land surrounding the building or buildings. This limited authority does not obligate the Minneapolis Police Department to patrol the described premises for or at any specific hours or days. It is acknowledged that I will aid in the prosecution of those persons arrested.			
Rae A Jones			
Sworn and subscribed before me			
This 7 th day of July, 2013.			
Brian Thomas Holen			
Notary Public at Large, State of Minnesota			
My Commission Expires: JAN 31 2014			



TRESPASS NOTICE FORM

YOU ARE HEREBY REQUESTED TO DEPART FROM THIS LAND AND NOT TO RETURN FOR ONE YEAR.

State and local laws (Minn. Stat. § 609.605 and/or Mpls. Code § 385.380) provide that no person shall intentionally trespass on the land of another and refuse to depart from that land, without a legal basis, when a demand to do so is made by the lawful possessor or his/her agent. Such demand may be spoken or written. No person who has received a demand to stay off such land shall reenter it within 1 (one) year from the date of the demand without the written permission of the lawful possessor or the agent who provided the demand. Violators may be subject to imprisonment for up to 90 (ninety) days or to a payment of up to \$1000, or both. Violators who qualify for enhanced penalties under Minn. Stat. § 609.153 may subject to imprisonment for up to 365 (three hundred sixty-five) days or to a payment of up to \$3,000, or both.

It shall be noted on this date _____ (month/date/year), you were advised of the above statute. This trespass notice form constitutes a written demand to depart from the premises by the lawful possessor or an agent of the lawful possessor. This demand to depart is due to your disruptive, harassing, threatening, and/or non-conforming behavior.

- I, the lawful possessor or agent thereof, will complete a security report; therefore, I have not described your conduct on this notice.
- I, the lawful possessor or agent thereof, will NOT be completing a security report; therefore, I have briefly described your conduct below:

Address of place from which party is trespassed

Name of party being trespassed

Date of birth

Name of person issuing the notice

Signature of party receiving the notice

Note to the Owner/Lawful Possessor:

Make two (2) copies: one copy for the person receiving the notice, one copy for your records. If possible, attach a photo to your copy. (Note: Do not photograph juveniles.) Warning is valid for 1 (one) year pursuant to the amendment of Minn. Stat. § 609.605 (enacted 8-1-2005) and/or Mpls. Code § 385.380 (enacted 12-10-2005).