

HLH Properties

Of Moorhead

RENTAL LEASE AGREEMENT

THIS LEASE AGREEMENT, is executed this 31 day of ^{August} ~~July~~ 2017 ("Effective Date"), between HLH Properties ("Owner") and Althea Archmiller ("Tenant"), regarding the first floor, three bedroom unit of the home located at 313 7th St. N, in the city of Moorhead, Minnesota (the "Premises").

RECITALS

WHEREAS, Owner desires to lease the Premises to the Tenant.

WHEREAS, Tenant desires to lease the Premises from the Owner.

NOW THEREFORE, for consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. Tenant shall have the right to occupy the Premises from the Effective date until August 31, 2018. If the Tenant and Owner do not execute a new lease agreement prior to August 31, 2018, the Tenant shall entirely vacated the Premises by 1:00 pm on August 31, 2018. Where Tenant is required to vacate following proper notice or pursuant to an y provision of this Agreement, Tenant shall have all of Tenant's property removed from the Premises by 1:00 pm on the day which the Tenant is supposed to vacate the Premises. Any property remaining on the Premises after 1:00 pm on the day on which the Tenant is supposed to vacate the Premises is hereby deemed abandoned and may be moved, stored, sold, thrown away, or otherwise disposed of by Owner.
2. Security Deposit. Tenant shall pay the Owner a security deposit of \$1,000. The security Owner may, in its sole discretion, use funds from the security deposit to cover the costs of repairs or maintenance of the Premises. Upon vacation of the Premises, Tenant shall have the carpets professionally cleaned and provide Owner with a receipt as proof of said cleaning. If the Tenant does not provide Owners with a receipt for professional cleaning services, the Owner may retain the cost of obtaining said services from the security deposit. The Owner may use the security deposit for any purpose it chooses, including but not limited to covering any unpaid rent or utility bills assessed to the Tenant, cleaning costs, key replacement, repair of damages and/or any other necessary maintenance to the Premises and/or common areas of the house and property of which the Premises is a portion of. Within forty-five (45) days of the Tenant vacating the Premises following the expiration or termination of this Lease, the Owner shall return to the Tenant any portion of the security deposit not otherwise withheld for the reasons described herein.
3. Rent Payments. Tenant shall pay rent in advance, in the amount of \$1,000 per month due by 5:00 pm on the 1st day of each month. Owner shall have the absolute right to dictate the manner in which rental payments are transferred from the Tenant to the Owner. Should Tenant fail to pay rent by the day and time rent is due, a fifty dollar (\$50) late fee shall be assessed to the Tenant. Should Tenant fail to pay rent within three (3) days of the due date, an additional late fee of \$20 shall be assessed for every calendar day the rent is not paid. Rent shall not be considered paid in full until all associated late fees have also been paid in full. Should any utility payments be due and owing, as described in Section seven (7) of this Agreement, rent shall not be considered paid in full until said utility bill is also paid in full. Late fees will accrue as described herein until rent is paid in full. Should a rent check bounce, for any reason, the Tenant shall be assessed an additional fee of fifty dollars (\$50).
4. Subletting. The Tenant shall not sublease any portion of the Premises without the written consent of the Owner.
5. Termination. Upon proper notice, the Tenant shall vacate the Premises at the conclusion of the term of this Agreement or sign a new lease. After expiration of the leasing period, if a new lease is not signed or Tenant has not given notice of intent to vacate the Premises forty-five (45) days prior to the end of the term of this Agreement, this Agreement shall be automatically renewed on a month to month basis at an increased rental rate of \$1,250 per month, and continue until forty-five (45) days after Tenant gives notice of intent to vacate. If Tenant does not provide notice of intent to vacate at least forty-five (45) days prior to July 31, 2018, Tenant shall be responsible for rent until forty-five (45) days after

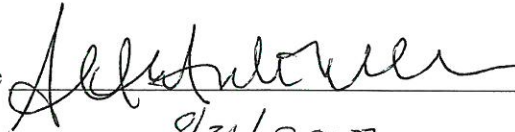
Tenant does give notice of intent to vacate.

6. Right of Entry and Inspection. Owner may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment of the Premises. In non-emergency situations, Owner shall give Tenant 24 hours advance notice and may enter for the purpose of showing the Premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. Owner is permitted to make all alterations, repairs and maintenance that in the Owner's judgment is necessary to perform.
7. Utilities. Owner shall invoice Tenant for one-half of the total utility related costs for the House of which the Premises is a portion of. Tenant acknowledges that utilities are not billed for each individual rental unit within the house of which the Premises is a portion of. Tenant agrees to pay the invoice in full within fifteen (15) calendar days. If the invoice has not been paid by 5:00 pm on the fifteenth calendar day, the Tenant shall be assessed a fee of \$10 for each business day the invoice has not been paid in full by 5:00 pm.
8. Lawn Care/Shoveling/Trash. Tenant shall be responsible for all lawn care, snow removal, and ensuring garbage and/or recycling is properly set out for garbage collectors.
9. Pets. Tenant shall provide the Owner with immediate notice if should any pet begin living on the Premises. Should pets begin living on the Premises, Tenant shall immediately provide Owner with an additional three hundred dollars (\$300) security deposit and pay an additional forty dollars (\$40) in monthly rent. If owner discovers that Tenant has a pet on the Premises, but failed to inform the owner, the Tenant shall be liable for the additional forty dollars (\$40) of monthly rent charged back to the Effective Date of this Lease Agreement.
10. Alterations. Tenant shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the consent of the Owner except as may be provided by law. **If you would like to paint, redecorate or add any other improvements all will be allowed as long as communicated to the owners**
11. Noise. Tenant agrees not to cause or allow any noise or activity on the Premises which might disturb the peace and quiet of other Tenants. Said noise and/or activity shall be a breach of this Agreement.
12. Breach of Law. Tenant shall follow all local, state and federal laws. Should a criminal complaint be filed against Tenant or any person living on the Premises with Tenant's consent the Owner shall have the option to immediately terminate this lease agreement and Tenant shall vacate the Premises within five (5) calendar days.
13. Condition of Premises: Tenant acknowledges that she has examined the Premises and that said Premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items provided by Owner are clean, and in good satisfactory condition. Tenant agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Tenant, her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to Owner in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to Owner. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
14. Property Maintenance. Tenant shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. Tenant shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. Tenant shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. Tenant shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. Tenant shall be held responsible for exterior property upkeep including cutting grass, weeds, keeping curb, sidewalk, and yard free of clutter, snow removal, garbage items, and other miscellaneous items.
15. Mandatory Disclosure. This disclosure, as well as the *Protect Your Family from Lead in Your Home* pamphlet, which has been provided to the Tenant with this Agreement, is required by the laws of Minnesota for all leases of properties constructed prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Owner is not aware of any known lead-based paint hazards in the Premises.
16. Insurance. Tenant acknowledges that Owners insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Owner be held liable for such losses. Tenant is

hereby advised to obtain her own insurance policy to cover any personal losses.

17. Smoking. Neither Tenant nor any guest or invitee of Tenant shall smoke within the Premises, Tenant and Tenant's invitees and guests may smoke outside of the Premises so long as cigarette butts and other trash is not left on the ground outside of the Premises.
18. Notice to Owner. In the event that any provision of this Agreement requires the Tenant to give notice, said notice shall be in writing.
19. Breach. Every provision of this Agreement shall be deemed a material provision. Should the Tenant breach any provision of this Agreement, the Owner shall have the right to evict the Tenant and/or terminate this Agreement, cause the Tenant to vacate the premises within fifteen (15) days, and retain any or all of the Tenant's security deposit.
20. Partial Invalidity. If any word, phrase, term, or provision of this Agreement shall be in conflict with the law or otherwise unenforceable, that word, phrase, term or provision shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
21. Waiver. Nothing contained in this Agreement shall be construed as waiving any of the Owner's rights under the law. Owner's acceptance of rent with knowledge of any default or breach by Tenant shall not constitute a waiver of prior or future breaches. Owner's failure to require compliance or to exercise any right shall not be a waiver by Owner of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.
22. Attorney's Fees. Should legal action be necessary to evict the Tenant, enforce the terms of this Agreement, or to obtain any damages resulting from this Agreement, the Tenant shall be responsible for the Owner's costs and expenses, including without limitation attorney's fees.
23. Inventory. Tenant acknowledges receipt of the following which shall be deemed part of this Agreement (please check):
2 Keys #of keys
24. Entire Agreement. This Agreement constitutes the entire Agreement between Owner and Tenant. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.


Tenant's Signature



Date

8/31/2017

Owner's Signature



Date

8/31/17

